

REQUEST FOR PROPOSAL

Issued by:

Local Workforce Innovation Board (LWIB) Area 15

The Workforce Development Board for
Fulton, Marshall, Mason, McLean, Peoria, Stark, Tazewell and Woodford Counties

For:

One-Stop Operator for Local Workforce Investment Area 15

Funding is provided through the local funding of
The Workforce Innovation and Opportunity Act (WIOA)

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SECTION 1 PROGRAM DESCRIPTION AND REQUIREMENTS

1.1 The Workforce Innovation and Opportunity Act

Signed into law on July 22, 2014, the Workforce Innovation and Opportunity Act (WIOA) is the first legislative reform to the public workforce system in 15 years. It envisions a system design that produces the skilled workers that employers need to be competitive both locally and globally. It also seeks to help improve individual's access to employment and training activities that are relevant to current labor market conditions.

WIOA emphasizes training that leads to credentials in targeted growth sectors of the economy. It encourages service coordination among education and workforce partner agencies and the creation and utilization of career pathways in the targeted sectors. The legislation is designed to help workers, including those with barriers, to access services that lead to employment in demand occupations.

WIOA puts the One-Stop system and its operation at the forefront of workforce development activities. WIOA Section 121(d)(2)(A) requires that one-stop operators be chosen through a competitive process. The one-stop operator is responsible for the management functions of a one-stop career center. The Act charges the Local Board with responsibility for conducting the competitive procurement for selection of a one-stop operator. This procurement must occur at least once every four years. Local Workforce Innovation Board (LWIB) Area 15 is the Local Board that is responsible for carrying out the procurement in area 15.

1.2 Local Workforce Innovation Board Area 15

LWIB Area 15 is responsible for planning and coordinating the communities' resources into a workforce development system. The board is comprised of private sector employers as well as representatives from education, labor, and partnering public agencies from Fulton, Marshall, Mason, McLean, Peoria, Stark, Tazewell and Woodford Counties designated as Local Workforce Investment Area #15 (LWA #15.) Established under the guidance of the Workforce Innovation & Opportunity Act (WIOA) of 2014 this local workforce board's goal is to provide opportunities in education, training and support services to individuals, especially those with barriers to employment. The delivery of these services will be guided by program models that best meet the needs of employers for a skilled workforce. Working together as system partners we plan to meet the workforce needs of both of these key constituents of the system.

In practical terms, the Workforce Innovation Board of Area 15 and its workforce system partners will work together to enhance the productivity and competitiveness of our communities by linking employers and individuals to the employment and training services that they need. LWIB 15's workforce efforts of Peoria, East Peoria, Pekin, Bloomington and Normal as well as the rural counties and towns in Stark, Marshall, Woodford, Mason and Fulton stand to benefit greatly from a unified workforce team that can act quickly to address workforce needs. Within

our Area we plan to build on proven practices such as sector strategies, career pathways, regional economic approaches and work based learning models.

Our Regional Vision is to promote business driven talent solutions that integrate education, workforce and economic development resources across systems to provide businesses, individuals, and communities with the opportunity to prosper and contribute to growing the state's economy.

The Local Planning Strategies included:

- Direct investments in economic, education and workforce training programs to focus on providing relevant education and training to ensure that individuals, including youth and individuals with barriers to employment, have the skills to compete in the job market and that employers have a ready supply of skilled workers;
- Applying job-driven strategies in the one-stop system;
- Enable economic, education and workforce partners to build a skilled workforce through innovation in, and alignment of, employment, training and education programs.

In furtherance of these goals and in keeping with WIOA, LWIB 15 is requesting proposals for One-Stop Operator Services.

1.3 Purpose of Request for Proposal

The Workforce Innovation and Opportunity Act sets up a framework for establishing One-Stop Centers in which the Illinois Department of Employment Security and other partner organizations may co-locate. Each comprehensive center must have a One-Stop Operator and that Operator must comply with requirements established under WIOA and its implementing rule. The purpose of the RFP is to solicit proposals from qualified entities for a WIOA One-Stop Operator for LWA 15. In LWA 15 the comprehensive One-Stop Center is located at 406 Elm Street, Peoria, IL 61601.

1.4 Solicitation

- LWIB 15 Works hereby solicits proposals, using a competitive bid process, to qualified organizations to provide One-Stop Operator services for the LWA 15 workforce system.
- This RFP does not commit LWIB 15 to accept any proposal submitted, nor is LWIB 15 responsible for any costs incurred by the respondent(s) in the preparation of the response to this RFP.
- LWIB 15 reserves the right to reject any or all proposals and/or to accept or reject any or all items in the proposal.

- LWIB 15 reserves the right to negotiate with the respondent(s) after proposal review, if such action is deemed to be in the best interest of LWIB 15.
- LWIB 15 reserves the right to modify any resulting contract to include additional responsibilities reasonably related to the initial scope of work with necessary funding to support completion of those additional tasks provided as appropriate.
- The contract will be on a cost reimbursement basis.
- The contract duration will be from 7/1/2017 to 6/30/2021.
- The specifications outlined in this RFP have been deemed to be a minimum acceptable standard. The respondent(s) are encouraged to submit a proposal that will provide LWA 15 with the best quality and cost-effective option for the services being requested.

1.4.1 RFP Release and Timeline

RFP Release Date	12/11/2017
Deadline for Questions Submitted in Writing	12/22/2017
RFP Due Date	01/22/2018
Responses Reviewed by Executive Committee	01/24/2018
Executive Committee Makes Selection of One-Stop Operator	01/29/2018
Executive Committee make recommendation to LWIB 15	02/21/2018
Local Workforce Board 15 selects and approves contract awardee	02/21/2018
Contract Negotiation Complete	03/21/2018
Contractor start date	04/23/2018

Note: Dates are subject to change

Beginning on December 11, 2017, the RFP will be distributed to potential bidders and available upon request from the LWIB 15. Those interested in responding may request an electronic version of the RFP by contacting Mr. Mark DeKeersgieter at markd@cirbn.org. Questions concerning the proposal should also be directed to the same email address. The final date for written questions to be submitted is December 22, 2017.

The respondents will be notified of selection in March 2018. Funds will become available April 23, 2018.

1.4.2 Award Appeal Process

Respondents have 10 business days from the date of notification of award or non-award to appeal the results of the proposal review and selection. Such appeal must be forwarded via certified mail to Mr. Mark DeKeersgieter, Executive Director, CIRBN, 200 West Front Street – Suite 500 A, P.O. Box 3807, Bloomington, IL 61702-3807. The appeal

must cite the reason(s) the non-selected respondent believes that the selection is not in conformance with the requirements of the RFP or the selection process described herein. LWIB 15 will review appeal requests and make a final determination within 30 days of receiving an appeal of the award selection.

1.4.3 Submittal Requirements

All proposals must conform to the requirements of the Request for Proposal (RFP). All proposals must provide all information requested. Incomplete information and insufficient signatures and documentation may result in disqualification of the proposals. Authorized personnel of the bidder must sign the proposal. Proposals need to be submitted no later than 5 p.m. CST, January 22, 2018. Proposals must be submitted electronically to markd@cirbn.org.

1.5 Eligible Respondents

Under WIOA Section 121(d)(2)(B), the following are eligible respondents to this RFP:

- a) A single entity (public, private, or non-profit) or a consortium of entities. If the consortium of entities is one of one-stop partners, it must include a minimum of three or the one-stop partners.
- b) The one-stop operator may operate one or more one-stop centers. There may be more than one one-stop operator in a local area.
- c) The types of entities that may be a one-stop operator include:
 1. An institution of higher education;
 2. An Employment Service State agency established under the Wagner-Peyser Act;
 3. A community-based organization, nonprofit organization, or workforce intermediary;
 4. A private for-profit entity;
 5. A government agency;
 6. A Local Workforce Development Board, with approval of the chief elected official and the Governor; or
 7. Another interested organization or entity, which is capable of carrying out the duties of the one-stop operator. Examples may include a local chamber of commerce or other business organization, or a labor organization.
- d) Elementary schools and secondary schools **are not** eligible as one-stop operators, except that a nontraditional public secondary school such as a night school, adult school, or an area career center and technical education school may be selected.

SECTION 2 PROJECT SCOPE

2.1 One-Stop Operator Roles and Responsibilities

The roles and responsibilities of the One-Stop Operator will include, but are not limited to:

2.1.1 Service Coordination

- Coordination of delivery of services among the partners.
- Ensure that customer calls to the One-Stop Center are handled timely and in accordance with procedures established for the center.
- Coordinate services to businesses.
- Coordinate services to individuals.
- Ensuring effective referral processes are in place for all partner services.
- Assist with the transitioning to an integrated, technology enabled intake and case management information system.

2.1.2 Facilities and Operations

- Facilitate the resolution of issues related to space usage, facility location and customer flow within the facility.
- Coordinate the center calendar to schedule facility usage for use of classrooms, workshops and conference rooms.
- Assist in coordination with affiliate sites.
- Assure One-Stop partners follow policies of the career center.
- Address and resolve issues related to One-Stop Delivery System operations.
- Promote the services available throughout the One-Stop Delivery System.

2.1.3 One-Stop Center Staffing

- Coordinate staffing approaches that promote service integration.
- Facilitate cross training among One-Stop System partner staff.
- Ensure meaningful access to all required programs in the center.

Note: Respondents should indicate in their proposal which of the above types of eligible respondents they represent. Consortium respondents should identify each of the organizations that form the consortium and the type of eligible respondent that each represents.

2.2 One-Stop Operator Experience

The organization selected to perform the One-Stop Operator duties outlined in Section 2.2 shall be able to demonstrate their past effectiveness in delivering similar services, and shall demonstrate the experience of staff proposed to be assigned to these duties.

2.2.1 Demonstrated Experience in the following areas:

- Past success in operator related activities.
- Experience in working with community partners.
- Experience working with area employers.
- Experience working with job seekers.
- Familiarity with workforce development programs and systems.

2.2.2 Staff Qualifications

- Proven management expertise.
- Workforce system experience.
- Demonstrated past successful coordination efforts.
- Ability to communicate effectively both verbally and in writing.

2.3 Budget - General Instructions

A budget must be included using the attached budget form (Attachment B).

The Workforce Innovation Board of Area 15 has allocated a maximum of \$50,000 for costs incurred by the contractor for the One-Stop Operator. Costs included in the proposed budget cannot already be paid by another source; they must be actual costs incurred in delivering the proposed services, and these funds cannot supplant funds already received by the proposing organization. All costs should be accounted for in the budget line items supported by a strong narrative justifying why the funds are critical for the program.

Give details of the organization's cost allocation method if one is used; e.g., prorating the cost of supplies based on the number of staff, or the cost of salaries based on percentage of time spent on this contract. Please also include details of the organization's indirect cost rate, along with how it was determined, if one is used.

State what contingency plans are in place to repay LWIB 15, in the event that there are any disallowed costs as a result of an audit or monitoring review.

SECTION 3 ONE-STOP OPERATOR EVALUATION CRITERIA

3.1 Project Approach

40 points

This category will evaluate the respondent's adequacy in providing the roles and responsibilities outlined in Section 2.1.

- Describe your approach for coordinating the delivery of partner services to a broad array of customers including employers, economically disadvantaged individuals, dislocated workers and individuals with barriers to employment including those with disabilities.
- Describe your approach to management of the facility including use of space for delivery of services and the coordinated use of technology for delivery of services and referral to partner services.
- Describe your approach to coordinated staffing including cross training, integration and meaningful access to services.
- Describe your approach to coordination of operational components of the center such as procedures, promotion of services and conflict resolution.

3.2 Experience

30 points

This category will evaluate the respondent's experience in providing One-Stop Operator services similar to those outlined in Section 2.2.

- Describe your organization's or staff's experience in operator functions associated with managing facilities, scheduling facility resources, technology, affiliate site coordination and remote access to services.
- Describe your organization's or staff's experience in operator functions associated with coordination of partner services, assuring that customers receive timely services at the center and that effective referral processes are in place.
- Provide a list of the qualifications of the individual(s) that will fulfill the functions of the One-Stop Operator. If this person is not yet hired, then provide a list of the qualifications to be included in the job posting.

3.3 Partnerships and Communication

15 points

This category will evaluate the respondent's current and proposed relationships with One-Stop System partner agencies needed to carry out the responsibilities described in Section 2.1.

- Describe your organization or staff's experience in developing and maintaining partnerships within the One-Stop Delivery system and with other community partners.
- Provide examples of current one-stop career center partnerships and the services or activities on which you are collaborating.

- Describe your plan to ensure that communication and collaboration occurs between the One-Stop Career Center, affiliates and other system partners.

3.4 Budget

20 points

This category will evaluate the cost of the proposal and the reasonableness of those costs to carry out the responsibilities outlined in Section 2.1, maintain adequate and qualified staff, and comply with budgetary and administrative requirements as outlined in Section 2.

- Include staff positions, percentage of time dedicated to each position, proposed wage/salary and justification for including each position in this proposal.
- Justify each proposed expense included on the budget attachment in terms of being necessary, allowable and reasonable.

3.5 In-Kind Resources Bonus

Up to 15 Points

- Identify any in-kind resources/support for the one-stop work and list it in the budget. Include each committed or proposed source of funding and the amount of funding.

SECTION 4 PROPOSAL INSTRUCTIONS

The respondent(s) must complete and submit a proposal in this order and consisting of a Cover Page, Table of Contents, Executive Summary, Project Approach Narrative and Attachments. All proposals should clearly demonstrate the respondent's qualifications and abilities to provide the services outlined in SECTION 2 – Project Scope for One-stop Center Operator. Proposals not conforming to these formatting and proposal organization requirements may have points deducted in the case of formatting, or may be deemed non-responsive.

4.1 Formatting Requirements

To simplify the review process and obtain the maximum degree of comparison, each proposal shall be formatted as follows:

- Font size: 12 point
- Font style: Time New Roman
- Line spacing: Single-spaced
- Margins: 1" on all sides
- Page number: Bottom right of each page
- Other: Proposals should be submitted electronically. Each section should be clearly marked.

4.2 Proposal Organization

1. Cover Page – Attachment A.
2. Table of Contents – Include a table of contents that identifies the material in the proposal by section and page number.
3. Executive Summary – Include an executive summary that provides a brief overview of the proposal not to exceed one (1) page.
4. Project Approach Narrative – Include a detailed narrative, not to exceed 15 pages, that describes your proposed response to each of the required proposal evaluation criteria, including Project Approach (3.1), Experience (3.2), Partnerships and Communication (3.3), and Budget (3.4).
5. Required Attachments – The respondent must include each of the following attachments to the proposal, as applicable, which do not count toward the page limit:
 - A. Proposal Cover Sheet Format for **One-Stop Operator** – This is to be included as the cover page for the proposal for respondents that are proposing to be considered as the One-Stop Operator.
 - B. Budget Information Summary for **One-Stop Operator** – This is a summary budget page to be attached to the proposal, for respondents that are proposing to be considered as the One-Stop Operator.

- C. Certification Regarding Disbarment and Suspension – This is to be signed by the authorized representative of the proposing organization and attached to the proposal.
- D. Certification Regarding Lobbying – This is to be signed by the authorized representative of the proposing organization and attached to the proposal.
- E. General Conditions and Assurances – This is to be signed by the authorized representative of the proposing organization and attached to the proposal.
- F. State of Illinois Required Certifications – This is to be signed by the authorized representative of the proposing organization and attached to the proposal.
- G. Federal Tax Payer Identification Number – This is to be signed by the authorized representative of the proposing organization and attached to the proposal.
- H. Resumes – Include resumes outlining the personal qualifications for each staff person to be included in the proposal.
- I. References – Include contact information (name, organization, e-mail address, telephone number) for three references that may be contacted by LWIB 15 who are familiar with the respondent's qualifications to perform the proposed work.

ATTACHMENT A

LWIB 15

One-Stop Operator Procurement

Proposal Cover Sheet

Name of Organization: _____

Mailing Address: _____

City, State, Zip Code _____

Telephone Number: _____

Project's Contact Person: _____
(Name/Title)

Authorized Negotiator: _____
(Name/Title of Person)

Telephone Number: _____

Authorized Signatory: _____

Telephone Number: _____

I hereby certify that to the best of my knowledge that the governing body of the proposer's organization has authorized the submission of this proposal

Authorized Signature _____ Date _____

ATTACHMENT B

One-Stop Operator - Budget Information Summary

	Funding Request	In-Kind/Other	Total
Personnel Wages			
Personnel Fringe Benefits			
Personnel Travel			
Supplies			
Internet/Telephone Costs			
Equipment			
Total			

ATTACHMENT C

**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, 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 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 local) transaction 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 of Authorized Representative

Title of Authorized Representative

Signature

Date

Instructions for Attachment C

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.

ATTACHMENT D

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENT

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, 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

WIOA Title/Agreement No.

Name of Certifying Official

Signature

Date

ATTACHMENT E

GENERAL 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) LWIB 15 reserves the right to reject any and all proposals which are not complete or not prepared in accordance with RFP guidelines.
- 2) LWIB 15 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 LWIB 15 to do so. LWIB 15 will require selected respondents to participate in contract negotiations should they be necessary.
- 3) The submission of a proposal does not commit LWIB 15 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 LWIB 15.
- 6) The proposal as submitted for funding consideration is consistent with, and if funded, operated according to, the federal WIOA legislation, all applicable federal regulations, State of Illinois policies and LWIB 15 policies and procedures.
- 7) Contractors will be prohibited from disseminating products developed under contract with LWIB 15 without prior written consent.
- 8) Contractors must participate in project reporting, evaluation, and monitoring required or conducted by LWIB 15. At any time during normal business hours, and as often as necessary, the United States Department of Labor, the Illinois Department of Employment Security, the Comptroller General of the United States, the Workforce Investment Board, or any of their duly authorized representatives shall have access to any books, invoices, payrolls, time sheets, documents, papers and records of the contractor that are directly pertinent to this contract for the purpose of making audit, examination, excerpt or transcriptions, for a period of three years from the date of final expenditure or the resolution of any audit findings, whichever is later.

The LWIB will monitor and evaluation the contract. The contract will be monitored for compliance with the rules, regulations, and requirements applicable to this contract.

The contract will be assessed to gauge its impact upon the target population and for the effective and efficient use of Workforce Innovation and Opportunity Act funds. Assessments will occur both

during the operation of the program and upon its completion. An annual financial and compliance audit will be procured and managed by the contractor in accordance with OMB Circular A-133. The contractor will provide the LWIB with a copy of the final audit as soon as possible.

- 9) Contractors will be required to adopt the LWIB 15 Grievance Procedures.
- 10) 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 LWIB 15. Failure to gain such written approval shall constitute breach of contract. In the event of breach of contract, LWIB 15 reserves the right to impose sanctions as deemed appropriate.
- 11) 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.
- 12) The Contractor shall inform LWIB 15 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. LWIB 15 retains the right to disapprove or renegotiate project costs based upon receipt of this information.
- 13) All expenditures under this contract shall be reasonable, necessary, and allowable. They shall be properly supported, authorized, paid and recorded. In no event may the contractor exceed the total funds available under the contract. The contractor shall maintain records sufficient to support all expenditures under the contract.
- 14) The Contractor agrees to permit LWIB 15 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.
- 15) The contractor shall record the dates on which reimbursement checks were received in the mail. The contractor shall deposit reimbursement checks within three working days after receipt
- 16) The Contractor must agree to hold LWIB 15 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.

The Contractor shall indemnify LWIB 15 and hold harmless from acts or omissions by an employee assigned to work with the contractor and from any liabilities to third persons resulting from acts or omissions by any employee assigned to work with the contractor.

- 17) 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.

- 18) The respondent will allow local, state, and federal representatives access to all WIOA records, program materials, staff and participants.
- 19) 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.
- 20) The Contractor will obtain annually an organization-wide audit.
- 21) The Contractor certifies that it possesses the legal authority to apply for WIOA funds, enter into any contract awarded and execute the proposed project.
- 22) The contracting organization agrees to comply with all Federal and State non-discrimination Provisions, including those found in WIOA Section 188 and its implementing regulation codified at 29 CFR Part 38. 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.

The sub-contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The sub-contractor shall take affirmative action to insure that applicants for employment and employees are treated without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship.

The sub-contractor shall post in conspicuous places, available to employees and applicants for employment, notices provided by the government setting forth the provisions of the nondiscrimination clause. The sub-contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The sub-contractor shall cause or require to be inserted in any contract and subcontract for work, or modification thereof, all applicable Federal Equal Employment Opportunity provisions.

The sub-contractor shall not discriminate against any WIA participant because of race, color, sex, religion, handicap, political affiliation or nation origin and will take affirmative action to ensure such nondiscriminatory treatment.

As a condition to the award of financial assistance under WIA from the Department of Labor, the sub-contractor assures, with respect to operation of the WIA-funded program or activity and all agreements or arrangements to carry out the WIA-funded program or activity, that it will comply fully with the nondiscrimination and equal opportunity provisions of the Workforce Investment Act, including the Nontraditional Employment for Women Act of 1991; title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; title IX of the Education Amendments of 1972, as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR Part 34. The United States has the right to seek judicial enforcement of this assurance.

- 23) The Contractor agrees to meet all of the requirements of Section 504 of the Rehabilitation Act of 1973.
- 24) The Contractor agrees to meet all applicable labor laws, including Child Labor Law standards.
- 25) The Contractor affirms that it is not on any Federal, State of Illinois or local Debarment List.
- 26) The contractor will establish safeguards to prohibit employees from using positions for a purpose that is, or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.
- 27) No funds provided under this contract may be used to either promote or oppose unionization.

No individual shall be required to join a union as a condition for enrollment in a program in which only institutional training provided, unless such training involves individuals employed under a collective bargaining agreement.

- 28) No funds provided under this contract may be used in support of any religious or anti-religious activity.

No participants may be employed in the construction, operation or maintenance of such part of any facility this is used or will be used for sectarian instruction or religious worship.

- 29) The contractor shall comply with the Copeland “anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR 3)
- 30) The contractor must adhere to the Illinois and Federal Freedom of Information Act for guidance in what can or cannot be released to the public.
- 31) The contractor shall comply with the provisions of the Davis-Bacon Act (40 U.S.C. 276 a ti a-7) as supplemented by Department of Labor regulations (29 CFR 5)
- 32) The contractor shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1386), Executive 11738, and Environmental Protection Agency regulation (40 CFR 15).
- 33) The contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by the Department of Labor regulations (29 CFR 5)
- 34) The contractor shall comply with the mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation (Pub. L 94-163).
- 35) The Contractor will assure that priority of adult career and training services is given to recipients of public assistance, other low-income individuals, and individuals who are basic skills deficient.

- 36) The Contractor will collect such performance information from providers of On-the-Job training, customized training, incumbent worker training, internships, paid or unpaid work experience opportunities, and transitional employment as the Governor may require, and use the information to determine whether the providers meet such performance criteria as the Governor may require.
- 37) 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 veteran’s priority statute and its effect on current employment and training programs.
- 38) 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 LWIB 15 prior to purchase. The item(s) remains the property of LWIB 15 and is subject to LWIB 15 inventory controls. This includes items such as computers, printers, and furniture. Upon completion of the grant, this equipment will be retrieved by LWIB 15.
- 39) The contractor agrees that any press releases, newspaper articles, public service announcements, presentations, written reports or other such materials that provides information about this project in a public manner must recognize LWIB 15 as the funding agency.

Signature

Date

Name of Authorized Representative

Title

ATTACHMENT F

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 telefacsimile 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 is 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 a violation Of the Educational Loan Default Act (5ILCS 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 (28 CFR 35.130) 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 Drugfree 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 the 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 Drugfree 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 drugfree 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 violation 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 drugfree awareness program to inform employees about:

- (i) the dangers of drug abuse in the workplace;
- (ii) the Grantee's policy of maintaining a drugfree 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 Drugfree 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 drugfree workplace through implementation of the Drugfree Workplace Act, 30 ILCS 580/5.

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 or 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 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 Anit-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.).

Signature

Date

Name of Authorized Representative

Title

ATTACHMENT G
Vendor's Federal Taxpayer Identification Number

Under penalties of perjury, I certify that _____ is my correct Federal Taxpayer Identification Number. I am doing business as a (please check one):

- | | |
|--|---|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Real Estate Agent |
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Government Entity |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Tax Exempt Organization (IRC 501 (a) only) |
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Trust or Estate |
| <input type="checkbox"/> Medical and Health Care Services Provider Corporation | |

Signed

Date

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

If you do not have a 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.

ATTACHMENT H

Resume`s

Include resume`s outlining the personal qualifications for each staff person to be included in the proposal.

ATTACHMENT I

References

Include contact information (name, organization, e-mail address, telephone number) for three references that may be contacted by LWIB 15 who are familiar with the respondent's qualifications to perform the proposed work.