

Request to Extend Contract (RTEC)

Issued by:

Business Employment Skills Team, Inc.
815 North Orlando Smith Avenue
C328
Oglesby, Illinois 61348

For:

Northwest Central Illinois Works
Bureau, Carroll, Jo Daviess, LaSalle, Lee, Ogle, Putnam and Whiteside
Counties

Program:

Northwest Central Illinois Works Youth Committee
WIOA Youth Project

Date Issued:

February 10, 2023

Due Date:

March 10, 2023

Limitations:

This RTEC does not commit BEST, Inc. or NCI Works 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.

Questions:

Questions should be addressed only to Sally Hanrahan, Business
Employment Skills Team, Inc. at 815-288-1260.

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.

A. Intent and Purpose of the Request for Contract Extension

The Request for Proposal that served as the vessel for funding current projects has language that allows for an extension of up to one year for projects. **The requirements are: No changes to the current contract scope of work, the need for the project continues to exist, the provider is on target to meet project goals and applicable WIOA performance measures, adequate funding is available, and approval is granted by NCI Works.**

B. Duration

This would be a one year extension of your current projects to begin on July 1, 2023 and end on or before June 30, 2024.

C. Bidder's Conference/Inquiries

There will be no Bidder's Conference regarding this RTEC. Any inquiries should be addressed to Sally Hanrahan of Business Employment Skills Team, Inc. at (815) 288-1260.

D. Submittal/Proposal

An electronic version must be emailed to JoAnn_Johnson@best-inc.org. Proposals must be received **by 3:00 p.m. on March 10, 2023**. Any proposal received after the deadline will not be reviewed. Proposals will not be accepted by fax.

Extension proposals will contain the following:

Narrative Description

The Narrative Description should indicate the planned number of new youth enrollments to be served by the project, the number that will be carried forward from the current contract and a detailed recruitment plan to achieve those numbers.

In order to make sure that eligible youth are provided every opportunity to succeed, it may be necessary to continue the enrollment of a youth from the previous year's project. If the proposer is going to exercise this option, a brief description of the following should be included in the narrative:

1. The number of youth who will be "carried in" from the previous year's project
2. The reason why additional time and services are needed

3. The ongoing/additional services that will be provided and how they will benefit the youth
4. The outcomes/goals that are expected to be achieved as a result of continuing enrollment, as well as an estimated completion date for achieving them.

Past Demonstrated Effectiveness (Attachments A and B)

The proposer should provide a brief description of the previous project(s) administered under the Workforce Investment Act, including the following:

- 1) Completion of Attachments A and B (parts 1 and 2).

Goals and Objectives

The proposal must explain how goals and objectives will lead toward the attainment of the federally-established performance measures included in the Attachment. Other goals and objective should be addressed as the proposer deems necessary.

Cost Information

- 1) Using the forms in the Budget Information Worksheets section, develop a budget that supports the proposed cost for performing project activities and completing project deliverables. Include both the total hours and the hourly rate for each staff position under this project.
- 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 1, 2022 through June 30, 2023.

EVALUATION CRITERIA

Evaluation of each proposal will be based on the following criteria:

- | | |
|--|----------------------------|
| ● Adherence to RETC guidelines | Required for Consideration |
| ● Past Demonstrated Effectiveness/Experience With Bidder | 80 Points Maximum |
| ● Cost Competitiveness | 20 Points Maximum |

Each proposal will be independently evaluated by members of the Youth Committee and BEST, Inc. staff. *This section will be evaluated by BEST, Inc. staff only.

Attachment A

Program Year 22 Planned Program Year 22 Actual (to Date)

Number of Youth carried in		
Number of new Youth enrollments		
Total number of youth served		
Number of diplomas/equivalency certificates earned		
<p>Please describe evidence (e.g. numeric data, achievements, successes) that the project's stated goals were achieved and provide an assessment of the status towards meeting goals if goals have not yet been met. Include changes, if any, that will be made to the way services are currently being delivered and explain how those changes will contribute to increased successful outcomes.</p>		

Attachment B: WIOA Performance Attainment Percentages:

1. IN PROGRAM

Measurable Skills Gain (MSG)

This performance measure is the only performance measure that takes place while the youth is enrolled with BEST Inc. The measure looks at the percentage of youth who have earned a Skills Gain during the program year. Examples of skills gains include increasing an educational functioning level, earning an academic credential or making satisfactory progress.

The state has set BEST Inc.’s goal for the MSG at 52%.

Please describe what the project has done and will do to ensure that eligible youth earn a Measurable Skills Gain by 06/30/2023.

2. AFTER EXIT

After exit, the youth is required to receive follow-up services for one year. These follow-up services are meant to ensure youth success as well as performance measure success in each of the measures below.

It is largely the responsibility of the subcontractor to perform follow-up on students in partnership with a BEST Career Advisor. BEST, Inc. will also provide guidance in this element of the program. A full-year of follow-up should be planned for all enrolled students after their exit from the program. At the completion of training, the service provider is required to consult with BEST staff to review results of the training and the move to the next phase, be it work, post-secondary training, job search, etc.

*Exit is the date the youth is no longer enrolled with BEST Inc. and is determined by BEST Inc.

Employment 2nd Quarter After Exit

This performance measure is the percentage of youth who are working, in the military or enrolled in post-secondary education during the **second** quarter after exit from the program.

The state has set BEST Inc's goal for the Employment Rate measure at 71%.

Please describe what the project has done and will do to ensure that youth meet this measure.

Median Earnings

This performance measure is the median (gross) earnings of youth who are working during the **second** quarter after exit from the program.

The state has set BEST Inc.'s goal for the Median Earning Measure at \$3800.

Please describe what the project has done and will do to ensure that youth meet this measure.

Employment 4th Quarter after exit

This performance measure is the percentage of youth who are working, in the military or enrolled in post-secondary education during the **fourth** quarter after exit from the program.

The state has set BEST Inc.'s goal for the Employment Rate measure at 72.5%.

Please describe what the project has done and will do to ensure that youth meet this measure.

Credential Attainment Rate

This performance measure is the percentage of youth who earned a credential such as a secondary school diploma or recognized equivalent while in the program or during their 1 year of exit AND were employed, in the military or enrolled in post-secondary education.

The state has set BEST Inc.'s goal for the Credential Attainment Rate at 74%.

Please describe what the project has done and will do to ensure that youth meet this measure.

**Youth Program Proposal
Cover Sheet**

Name of Organization	
Mailing Address	
City, State, Zip Code	
Telephone Number	
Fax Number	
E-Mail Address	
TDD/TTY Number	
Organization's FEIN	
Project's Contact Person (Name & Title)	
Name/Title of Person Authorized to Negotiate Contract	
Telephone Number	
Name/Title of Person Authorized to Sign Contract	
Telephone Number	

I hereby certify that, to the best of my knowledge, this proposal is complete and complies with the requirements of the Request for Proposal (RFP). The submission of this proposal has been authorized by the governing body of this organization.

Authorized Signature _____ Date _____

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) BEST, Inc. reserves the right to reject any and all proposals which are not complete or not prepared in accordance with RFP guidelines.
- 2) BEST, Inc. 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 BEST, Inc. to do so. BEST, Inc. will require selected respondents to participate in contract negotiations should they be necessary.
- 3) The submission of a proposal does not commit BEST, Inc. 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 BEST, Inc.
- 6) Contractors will be prohibited from disseminating products developed under contract with BEST, Inc. without prior written consent.
- 7) Contractors must participate in project reporting, evaluation, and monitoring required or conducted by BEST, Inc.
- 8) The Contractor shall comply with the grievance and complaint procedure(s) contained in Section 181 (c) of WIOA, and any state-issued policy guidance.
- 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 BEST, Inc. Failure to gain such written approval shall constitute breach of contract. In the event of breach of contract, BEST, Inc. 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 BEST, Inc. in writing regarding the receipt of additional funding that may have an affect upon the provision, quality, or costs of providing services under this contract. BEST, Inc. retains the right to disapprove or renegotiate project costs based upon receipt of this information.

- 12) The Contractor agrees to permit BEST, Inc. 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.
- 13) The Contractor must agree to hold BEST, Inc. 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 provide for accurate, current, and complete disclosure of all project costs/expenditures using separate General Ledger (GL) numbers for BES, Inc. revenues and expenses.
- 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 BEST, Inc. **prior** to purchase. The item(s) remains the property of BEST, Inc. and is subject to BEST, Inc. inventory controls. This includes items such as computers, printers, and furniture. Upon completion of the grant, this equipment will be retrieved by BEST, Inc.
- 23) 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 BEST, Inc./NCI Works as the funding agency.

Signature

Date

Name of Authorized Representative

Title

FISCAL QUESTIONNAIRE

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

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 BEST, Inc. 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 WIOA contract or agreement?

Yes No

7. What is your DUN's number? _____

8. Do you have a negotiated indirect cost rate? Yes No

If yes, the rate is: _____

Budget Information Summary

Enter total funding requested from each separate worksheet

Indirect Costs

	Funding Request	In-Kind	Total
Personnel Wages			
Personnel Fringe Benefits			
Personnel Travel			
Indirect Program Costs			
Direct Program Costs			
Total			

1. Personnel Budget Worksheet

Cost for personnel who are directly involved with the project. Under payment schedule, note method of payment (monthly, bi-monthly, weekly)

Convert salary to hourly rates

Position	Payment Schedule	Hourly Rate	Number of Hours Per Weeks (WIOA)	Number of Weeks	Total Charged to WIOA
Total Personnel					

Please Note: A copy of the signed employment Agreement/Contract for each Personnel that BEST, Inc. will reimburse for must be sent to the BEST, Inc. Fiscal Office at 1680 S Galena Avenue, Dixon, IL 61021 prior to receiving any reimbursement for staff wages and benefits. Signed timesheets will be required of all employees paid with WIOA funds. The timesheets will reflect total hours worked, itemized by WIOA Hours and Other Hours at a minimum.

2. Fringe Benefits Worksheet

Benefit	Rate %	Total WIOA Salary	Total
FICA			
Worker Compensation			
Unemployment Insurance			
Health & Life Insurance			
Retirement			
Other (Specify)			
Other (Specify)			
Total Training Fringe Cost			

3. Travel Budget Worksheet

Staff Travel Costs

Mileage _____ per mile X _____ # of Miles = _____

Staff Travel Costs

Mileage _____ per mile X _____ # of Miles = _____

Total Travel

Mileage _____ per mile X _____ # of Miles = _____

Mileage reimbursement for staff travel should reflect the current rate approved by your agency. If the mileage rate for your agency is based on the Federal Standard Rate, change in rate is allowable per the Federal Standard Mileage Rate in effect.

4. Indirect Program Costs Budget Worksheet

Costs Items	Funding Requested
Training Facility	
Rent/Usage Fee	
Utilities	
Telephone	
Postage	
Printer/Copier	
Office Supplies	
Equipment Rental (Attach list of equipment to be leased or for which usage allowance will be billed. No purchases allowed with RFP funds)	
Meeting Costs (Costs associated with the orientation meeting and any other group program meetings)	
In-Service Costs (Costs associated with In-Service Training of Staff)	
Other Costs (Attach a list of any other expenses not included above. Specify the cost for each additional item)	
Total Program Costs	

5. Direct Training Program Costs

Costs Items	Funding Requested
Incentive Funds	
Advanced Academic Training (Please explain)	N/A
Instructional Software/Books	
Work Experience	N/A
Other Costs (Attach a list of any other expenses not included above. Specify the cost for each additional item, including customer supportive services)	
Total Direct Raining Program Costs	

6. In-Kind Contributions Budget Worksheet

List any In-Kind costs your agency is willing to contribute

Item	Costs
Personnel	
Fringe Benefits	
Travel	
Program Costs	
Total	

**PART VI
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 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 (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 individuals 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 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 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 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 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 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 Nonprocurement 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.

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.

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, 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

*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, 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