

Geared Toward The Future
NORTHWEST CENTRAL ILLINOIS WORKS

February 13, 2024

Dear Youth Provider:

On behalf of NCI Works, the Business Employment Skills Team, Inc. is soliciting Request for Proposals (RFP) for projects under the **Workforce Innovation and Opportunity Act** (WIOA) Youth funds for Program Year '24 (by July 1, 2024 through June 30, 2025). The RFP will be posted on the websites below starting February 14, 2024. A copy of the RFP can also be obtained by either requesting a copy through email (joann\_johnson@best-inc.org) by telephone (815-224-0375). The RFP is also posted with fillable forms to the following websites:

#### www.best-inc.org www.nciworks.org

Should you decide to respond to the RFP it will be very important for you to explain how you plan to execute the services that are outlined and also how you are connecting the youth to the communities. We are asking you to take the time to download and review the RFP package to determine if your organization and/or institution can benefit from partnering with the Business Employment Skills Team, Inc. in serving local youth.

Please note that projects for funding in-school programs will not be considered. Responses to the RFP must be received electronically no later than 3:00 on March 14, 2024.

Sincerely,

Carrie Folken, Executive Director Business Employment Skills Team, Inc. Northwest Central IL Works!

PARTNERS IN WORKFORCE DEVELOPMENT...Serving Bureau, Carroll, Jo Daviess, La Salle, Lee, Ogle, Putnam & Whiteside Counties



## Request for Proposal (RFP)

Issued by:

Business Employment Skills Team, Inc.

(BEST, Inc.) For:

Northwest Central Illinois Works (NCI 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 14, 2024 Due Date: March 14, 2024

> > > Limitations:

This RFP 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 or by email at sally\_hanrahan@best-inc.org

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.

## Table of Contents

- I. General
  - A. Definitions
  - B. History
  - C. Intent & Purpose of Request for Proposal
  - D. Funding
  - E. Project Duration
  - F. Bidders Conference/Inquiries
  - G. Submittal/Proposal
- II. Project Description
- III. Contract & Proposal Information
- IV. Guideline for Preparation of the Proposal
- V. Budget Worksheets
- VI. Certifications

Attachment A: Definitions and Eligibility Criteria

Attachment B: WIOA Performance Attainment

Percentages

## I. General

## A. Definitions

Applicant	An organization which is applying for funds to deliver the program described in this Application for Funding (bidder).
NCI Works	Public name for the Northwest Central Illinois Works. NCI Works coordinates and oversees the local One-Stop system in the 8-county area.
Career Planner	Formally known as a Case Manager. This is the staff member that will work most closely with the provider.
IWDS	The Illinois Workforce Development System is a statewide database that tracks information about each participant.
Measurable Skills Gains: Literacy/Numeracy Levels	The purpose of the Measurable Skill Gains (MSG) indicator is to track and measure important progressions and achievements made by WIOA clients (entered in training or education), through pathways and towards various goals of their individual programs. Further information is in Attachment B.
Participant/youth	A person who is officially enrolled in the Program and who meets all eligibility for participation.
Performance Standards	A set of goals established in concert with Business Employment Skills Team, the State of Illinois and the federal Department of Labor.
Program Operator or Service Provider	Once an applicant has been accepted for funding, they are now identified as a Program Operator or Service Provider. Any awarded contracts will explain your responsibilities as a sub-recipient of federal funding.
CASAS (TABE)	The CASAS is an assessment tool which places youth in a grade level equivalent measures in reading and math. An alternative assessment would be TABE.
State of Illinois High School Diploma	As of January 1, 2023, the State of Illinois High School Diploma replaced the High School Equivalency Certificate (HSE).
Business Employment Skills Team, Inc.	Legal name of the organization releasing this Application for Funding. Also known as BEST, Inc.
Workforce Innovation and Opportunity Act (WIOA)	The Workforce Innovation and Opportunity Act is the governing legislation which controls NCI Works.

Workforce Innovation	The governing Board of NCI Works as established by WIOA. The
Board (WIB)	Youth Council is the board committee that directly oversees and
	evaluates youth projects and initiatives.

### B. History

The Workforce Innovation and Opportunity Act (WIOA) was passed into law on July 22, 2014. WIOA is designed to help job seekers access employment, education, training and support services to succeed in the labor market, and to match employers with the skilled workers they need to compete in the global economy. Congress passed the Act by a wide bipartisan majority; it is the first legislative reform in 15 years of the public workforce system.

Section 129 of WIOA specifically outlines activities that focus on longer-term academic and occupational learning opportunities for eligible youth. The Youth Council of Northwest Central Illinois Works is interested in funding projects that will incorporate these activities and will be tailored to meet the needs of youth in Local Workforce Investment Area 4 (LWIA 4).

## C. Intent and Purpose of the Request for Proposal

The Workforce Innovation and Opportunity Act expands available services to youth, including youth development activities that provide a holistic approach to meeting the needs of this emerging population. The WIOA Youth Program encourages local projects that address the needs of eligible youth and support all aspects of the youth's life while also preparing him/her to succeed in the world of work and focusing on career paths and long term goals.

The services provided through this RFP must target out-of-school youth between the ages of 16 and 24 who by definition fit an out-of-school youth not attending school (as defined under State law), <u>and</u> one of the following – a school drop-out, a youth who received a secondary school diploma or BEST, INC. who is low income and is either basic skills deficient or an English learner, an individual who is in the court system, a homeless individual, a parent or pregnant youth, an individual with a disability, or a low income individual who requires additional assistance to enter or complete an educational program or to secure or hold employment. This RFP is intended to allow providers to create their own program design that will meet the needs of WIOA eligible students and accomplish the performance goals set forth.

- WIOA emphasizes non-duplication of services among workforce partners so if a proposal is written to include services that are offered through a partnering program, please explain how duplication of services are not being offered.
- WIOA partners include:

Adult Education; IDES with Wagner-Peyser, Trade Readjustment Act, Unemployment Insurance, Migrant and Seasonal Farmworker and Veteran's program; Department of Human Service Rehabilitation Services; Carl Perkins/CTE; CSBG (Tri-County Opportunities Council and Northwest Illinois Community Action Agency; Senior Community Services Employment Program; DHS/TANF. The strategy for the out-of-school youth is employment experiences and opportunities based on the performance outcomes. To carry out this strategy, the following goals have been identified in LWIA 4:

- 1. To encourage school drop-outs to return to school or attain a BEST, INC. certificate or a Credit Recovery program
- 2. To encourage post-secondary school training where appropriate
- To provide adequate preparation for entry into the workforce through:
  a. Exposure labor market information/career exploration. Work readiness instruction including essential skills
  b. Building social interactions skills such as self-esteem, communication, teamwork, etc.

Priority is given to proposals that meet <u>ALL</u> of the strategies and implement the program elements to meet these strategies. A well detailed plan explaining those elements will help to assure the reader/rater has full understanding of the proposal.

## D. Funding

A portion of our Youth WIOA funding will be used to accomplish the purpose of this RFP. Bidders may apply for one or more WIOA Youth Projects; however, each project much be submitted separately.

Every effort will be made to award contracts for any and all projects deemed as meeting the intent of this RFP. In the event that the total amount of successful projects exceeds the amount of funding initially set aside for this purpose, one or more successful bidder(s) may be asked to negotiate the costs of the project(s).

### E. Duration

Contracts will be awarded by July 1, 2024. All projects should end on or before June 30, 2025. An extension of up to one year may be granted if 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.

### F. Inquiries

Any inquiries should be addressed to Sally Hanrahan of Business Employment Skills Team, Inc. at (815) 288-1260 or by email at sally\_hanrahan@best-inc.org.

## G. 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 14, 2024**. Any proposal received after the deadline will not be reviewed. Proposals will not be accepted by fax.

## II. Project Description

As stated earlier, Section 129 of WIOA specifically outlines allowable activities for eligible youth. These program elements are:

- Tutoring, study skills training, and instruction leading to secondary school completion, including dropout prevention strategies;
- Alternative secondary school offerings;
- Summer employment opportunities directly linked to academic and occupational learning;
- Job Shadowing;
- Leadership development opportunities, which may include such activities as positive social behavior and essential skills, decision making, team work, and other activities;
- Supportive services;
- Adult mentoring for a duration of at least twelve (12) months, that may occur both during and after program participation;
- Follow-up services for at least 12 months after completion of participation;
- Comprehensive guidance and counseling, including drug and alcohol abuse counseling, as well as referrals to counseling, as appropriate to the needs of the individual youth.
- Financial literacy education
- Entrepreneurial skills training
- Services that provide labor market and employment information about indemand industry sectors or occupations counseling and career exploration services

In order to be considered for an award, **proposals must address ALL of these elements and must describe in detail how the youth will access the service/activity and how the services will be provided** along with how each element is tied to the performance indicators in Attachment B.

While all of the above program elements must be addressed in the proposal, the program operator is not required to be the entity that directly provides all of the elements. If another agency or partner will be the provider of one or more elements, they must be identified in the proposal.

Any of the services and activities that will be offered may be made available only to eligible youth who live in Bureau, Carroll, Jo Daviess, LaSalle, Lee, Ogle, Putnam and Whiteside Counties, although it is entirely possible that the proposed project will target only a portion of this geographic area. In order to assure that all youth in LWIA 4 have the same opportunity to benefit from any WIOA-funded programs, Northwest Central Illinois Works encourages respondents to this RFP to propose projects that will cover as much of the eight-county area as possible.

Youth to be served in a project will be enrolled in the WIOA Youth Program and must meet the eligibility guidelines listed on Attachment A of this proposal. BEST, Inc. staff will be responsible for eligibility determination, objective assessment, development of individual service strategies and final determination of appropriateness for project. The total number of youth participating in the project will vary according to services to be provided and the youth determined to be in need of those services.

#### Project proposals will contain the following:

- 1. Well-defined mission statement
- 2. Staffing: Describe the number and types of individuals who will be charged to the project. Describe whether these positions are new or re-assignment of existing staff. Describe the qualifications and experience of existing staff or qualifications for hiring new staff.
- 3. The screening process and suitability criteria for selection of staff. This could include character references, child abuse or sexual offender check, driving record and criminal record check, personality profile, skills identification, level of education, career interest and the ability to understand the needs of WIOA-eligible youth.
- 4. Recruitment: Describe the procedure and approach that will be taken to identify and obtain participation. Describe your understanding of the qualifiers for participation. Provide an assurance that it is understood that selection will require the determination of eligibility and suitability by BEST, Inc. staff before services can be delivered.
- 5. Non-Duplication: Describe and explain how the reimbursable elements in your proposal do not duplicate existing programs.
- 6. An Operational Plan that addresses the following areas:
  - *Level of commitment* to the project, such as time, staff, in-kind service, and/or agency's other resources
  - *Identification and description* of the fourteen WIOA youth activities that will be used directly in the project, as well as those that will be indirectly linked to it
  - *Strategy and techniques* that will be used to transition the student to work or post-secondary training.
  - *Documentation* for recording direct contact with the youth, as well as contact between program operator staff and BEST, Inc. staff. BEST, Inc. staff will meet with and provide the program operator staff with the goals and objectives that have been developed for each youth in their Individual Service Plan.
  - *Quarterly reporting*, both content and format, that outlines project activity, progress to date and at least one success story to be submitted by project staff.
  - *Orientation* for youth that provides a project overview, outlines expectations, restrictions, accountability, benefits and rewards. BEST, Inc. staff will assist in the development of the orientation.

7. Goals and Objectives of the project and their relationship to the goals identified for WIOA- eligible youth. The proposal must also explain how these goals and objectives will lead toward the attainment of the following federally-established performance measures (Attachment B):

### III. Contract and Proposal Information

- A. Bidders are required to follow the guidelines contained in this document in preparing response proposals. Guidelines address both the structure and the content of the proposal. Proposals not adhering to the guidelines and/or instructions may not be reviewed or considered for selection.
- B. All proposals submitted in response to this RFP will be subject to review by a committee comprised of Youth Committee members and BEST, Inc. staff. Final approval for any and all youth projects is the responsibility of NCI Works.
- C. This RFP does not commit BEST, Inc. to award a contract, to pay any costs incurred in the preparation of a proposal, or to procure or contract for services or supplies prior to issuance of a written contract document.
- D. Bidders shall following the instructions as outlined in Section IV and submit one (1) copy of the proposal as outlined in Section I G Submittal/Proposal.
- E. Proposals submitted in response to the RFP and not selected for funding will not be returned.
- F. The final proposal, including any revisions made as a result of negotiations or modifications, submitted by the selected bidder (contractor) will become part of the contract with BEST, Inc.
- G. Proprietary rights to all data, materials, documentation, and products originated by and prepared for BEST, Inc. pursuant to the contract shall belong exclusively to BEST, Inc.
- H. The contractor will be prohibited from disseminating products and information developed under the contract without the prior written consent of BEST, Inc.
- I. BEST, Inc. will meet with the selected bidder prior to finalizing the contract. The purpose of the meeting will be to make sure both parties share the same understanding of the project goals, activities, outcomes, billing schedule and billing submittal procedures. If the contract is with a school, a copy of the ADA compliance letter will be required at this meeting for the contract.
- J. The Executive Director of BEST, Inc. is authorized to accept, modify and approve or reject the services furnished by the contractor.
- K. The contractor shall provide a written progress report and success story to BEST, Inc. on a quarterly basis. These reports and success stories are due on the fifteenth day following the end of the quarter (i.e. 10/15, 1/15, 4/15, 7/15). These reports and success stories should be emailed to Sally Hanrahan at sally\_hanrahan@best-inc.org. Such reports will

address the contractor's progress in completing project activities and goals. Oral and/or other written communication to project liaison during the contract period is encouraged as well. A plan of action or renegotiation of the contract will take place if goal numbers or satisfactory progress is not taking place.

- L. Payment for services provided under the contract shall not be construed as evidence of the BEST, Inc. acceptance of the project deliverables, as identified in Section II and described in Section IV. E. of this RFP. The contractor will provide copies of all written deliverables in draft and final form to BEST, Inc. Should BEST, Inc. reject any or the entire project deliverables, the Executive Director will notify the contractor in writing and cite the reasons for the rejection. The right to reject the report shall extend throughout the term of the contract and for ninety (90) days after the contractor submits the final billing for payment.
- M. The contract may be modified to include additional tasks reasonably related to the initial project with necessary funding to support completion of those additional tasks provided as appropriate. Requests for any modification to the original contract must be submitted in writing to the Executive Director/LWIB/Programs of BEST, Inc. In accordance with established policies concerning modifications, this request will either be approved by the Executive Director of BEST, Inc. or presented to the Youth Committee for review at its next regularly scheduled meeting. Final approval of modifications requiring formal action will be the authority of NCI Works.
- N. The contractor will make every effort to meet or exceed all applicable WIOA performance measures. If monitoring results or other programmatic reviews by the staff of BEST, Inc. indicate that the contractor may not meet these goals, a corrective action plan may be requested to address problems and/or deficiencies.
- O. The Youth Committee of Northwest Central Illinois Works retains the right to accept or reject any or all proposals received. It also retains the right to negotiate with any qualified party, or to cancel in part or in its entirety this RFP process if that action would be determined to be in the best interests of the Youth Council of Northwest Central Illinois Works.
- P. If 50% of the planned numeric goals as identified in Section II Program Design and described in Section IV. E. Narrative Description is not achieved by the end of the second quarter of the Program Year, the agreement, including the contract amount is subject to re-negotiation unless acceptable justification can be provided by the contractor.
- Q. The contract will be on a cost reimbursement basis.

## IV. Guidelines for the Preparation of the Proposal

The proposal **must** be typewritten and <u>must</u> be assembled according to the following outline:

- A. Cover Sheet
- B. Table of Contents
- C. Executive Summary (1- 2 pages)
- D. Information on Bidder
- E. Narrative Description
- F. Past Demonstrated Effectiveness
- G. Cost Information
  - 1. Budget Worksheets
  - 2. Certification/Agreement Sheets

Please read and follow the guidelines. Proposals that are not in compliance with the guidelines provided in this RFP may not be considered for funding. Specifications along with comments and suggestions that will appear in *italicized* print are presented on the following pages.

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

#### A. Cover Sheet

- 1) Complete all items of information on the cover sheet.
- 2) Include the cover sheet as the first item in the proposal

*Comments and Suggestions:* The cover sheet is the identification tag for the proposal. Be sure that all the information has been completed accurately.

### **B.** Table of Contents

- 1) Indicate all headings and subheadings with appropriate page numbers.
- 2) List all appendices by title and page number. For ease of the reviewer, appendices should be inserted at the end of the appropriate section rather than at the end of the entire proposal.

### C. Executive Summary

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

**Comments and Suggestions:** The summary is probably the first thing that will be read. It should be clear, concise and specific. It should identify the proposer, the activities and services, the number of out-of-school youth and the projected cost for the project. It should also briefly describe the approach for performing project activities and producing the project deliverables identified in Section II. This section is not intended to provide detailed information regarding delineation of tasks to support completion of the project - this type of detailed information should be provided in part E of the proposal.

#### D. Information on Bidder

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

**Comments and Suggestions:** This section primarily serves to provide assurances to Northwest Central Illinois Works, the Youth Council and BEST, Inc. that the selected bidder will provide quality services. Specifically, that personnel designated to complete the project and accomplish project deliverables possess the necessary qualifications and experience.

### E. Narrative Description

This section should provide a detailed narrative description of the entire project. Specifically, it should describe how each of the program elements listed in Section II (Project Description) will be delivered and how the outcomes within those activities will be achieved. It should also address in detail how non- duplication of services among workforce partners is ensured. WIOA partners include: Adult Education; IDES with Wagner Peyser, Trade Readjustment Act, Unemployment Insurance, Migrant and Seasonal Farmworker and Veteran's program; Department of Human Service Rehabilitation Services; Carl Perkins/CTE; CSBG (Tri-County Opportunities Council and Northwest Illinois Community Action Agency; Senior Community Services Employment Program; DHS/TANF.

This section should also address how the goals and objectives listed in Section II. B. 6 will be achieved. Use Attachment B for this section.

A Project Schedule should be included which will provide a time line for planning, implementing and completing the project. This schedule will also be utilized to detail the sequence in which the desired activities and services will be completed.

The Narrative Description should indicate the planned number of youth to be served by the project. Proposals should indicate an enrollment schedule, including the final date new enrollments will be accepted into the project.

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 into a following 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.

#### F. Past Demonstrated Effectiveness

The proposer should provide a brief description of previous project(s) administered under the Workforce Investment Act/Workforce Innovation & Opportunity Act (WIA/WIOA), including the following:

- Evidence (e.g., numeric data, achievements, success stories, etc.) that the previous project's stated goals and any applicable WIA/WIOA Performance Measures were achieved. If the project is not yet completed, present an assessment of the status towards meeting the project's stated goals and any applicable WIA/WIOA Performance Measures. (NOTE: If WIA/WIOA Performance Measures apply, results must be included, either by the bidder or by the BEST, Inc. Project Liaison.)
- 2) Changes, if any that will be made to the way services were delivered in the previous project(s) and explain how those changes will contribute to increased successful outcomes for the youth in the proposed project. (This section MUST be completed for the new performance measures.)

### G. Cost Information

- 1) Using the forms in Section V. Budget Worksheets, 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, 2023 through June 30, 2024.

#### **EVALUATION CRITERIA**

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

Adherence to RFP guidelines
 Required for Consideration

60 Point Maximum

20 Points Maximum

20 Points Maximum

- Project Content/Proposal Guidelines
- Information on the Bidder/Past Demonstrated Effectiveness
- Cost Competitiveness

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

\* The section Past Demonstrated Effectiveness will be evaluated by BEST, Inc. staff only. Projects that will not be required to complete this section of the narrative will be rated on a total of 80 points rather than 100 points.

## Attachment A

## **Definitions and Eligibility Criteria**

Out-of-school youth (OSY) An OSY is an individual who is:

(a) Not attending any school (as defined under State law);

(b) Not younger than age 16 or older than age 24 at time of enrollment; and

(c) One or more of the following:

(1) A school dropout;

(2) A youth who is within the age of compulsory school attendance, but has not attended school for at least the most recent complete school year calendar quarter;

(3) A recipient of a secondary school diploma or its recognized equivalent who is a low-income individual and is either basic skills deficient or an English language learner;

(4) An offender;

(5) A homeless individual, a homeless child or youth, or a runaway;

(6) An individual in foster care or who has aged out of the foster care system or who has attained 16 years of age and left foster care for kinship guardianship or adoption, a child eligible for assistance under sec. 477 of the Social Security Act (42 U.S.C. 677), or in an out-of-home placement;

(7) An individual who is pregnant or parenting;

(8) An individual with a disability;

## Attachment **B**

#### **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 06/30/2025.

#### 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 2<sup>nd</sup> Quarter After Exit

This performance measure is the percentage of youth who are working, in the military or enrolled in postsecondary 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.

#### 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.

#### **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 be able to provide for accurate, current, and complete disclosure of all project costs/expenditures and must maintain an individual account code system for tracking expenditures and reimbursement for all WIOA account activities.
- 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.
- 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.
- 24) Sub-recipients/contractors must have:
  - A financial management system in place to track and record grant expenditures (i.e. QuickBooks, Sage MIP);
  - Oversight provided by a Board;
  - Registered at Federal Awardee Performance and Integrity Information System (FAPHS) and System for Award Management (SAM) websites, and;
  - Not been debarred, suspended or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Signature

Date

Name of Authorized Representative

Title

## FISCAL QUESTIONNAIRE

Name/Title of person(s) responsible for bookkeeping, billing, record-keeping and reporting relative to this project:
Are all persons responsible for fiscal matters bonded?    □ Yes    □ No      If "yes", name of bond carrier:
Has any officer of your agency ever been convicted of fraud or embezzlement?
If "yes", please explain:
List the control ledgers/journals and any subsidiary registers or books of accounts used by agency:
Does your agency maintain a general liability or other type of insurance policy that will hol
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 contraagreement?
$\Box$ Yes $\Box$ No
What is your DUN's number?
Do you have a negotiated indirect cost rate? $\Box$ Yes $\Box$ No

## 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)

Position	Payment Schedule	Hourly Rate	Number of Hours Per Weeks (WIOA)	Number of Weeks	Total Charged to WIOA
				Total Personne	1

Convert salary to hourly rates

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 815 N. Orlando Smith Avenue, Oglesby, IL 61348 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)			
	Tot	al Training Fringe Cost	

## **3. Travel Budget Worksheet**

Staff Travel Costs			
Mileage per mile	X	# of Miles =	
Staff Travel Costs			
Mileage per mile	Χ	# of Miles =	
T - 4 - 1 True - 1			
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)	
Instructional Software/Books	
Work Experience	
Other Costs (Attach a list of any other expenses not included above. Specify the cost for each additional item)	
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 <u>Unemployment Insurance</u>. 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 <u>Bid-Rigging/Bid-Rotating</u>. 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 <u>Default on Educational Loan</u>. 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 <u>Americans with Disabilities Act</u>. 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 <u>Drugfree Workplace Act</u>. The Grantee certifies that:
  - A) Lit 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) L 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:
  - 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 <u>Anti-Bribery</u>. 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 <u>Discrimination/Illinois Human Rights Act</u>. 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 <u>Sexual Harassment</u>. 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 <u>International Anti-Boycott Certification</u>. 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 <u>List of</u> <u>Parties From Procurement or Nonprocurement Programs</u>.

- 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*):

🗌 Individual	□ Real Estate Agent
□ Sole Proprietorship	Government Entity
□ Partnership	Tax Exempt Organization (IRC 501 (a) only)
□ Corporation	Trust or Estate
☐ Medical and Health Care Service	s 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