
REQUEST FOR PROPOSAL

One Stop Operator-

McHenry County Workforce Network Center and Partners

This RFP is issued by the McHenry County Workforce Network Board (MCWN Board) for the purpose of establishing a contract with a qualified individual or party to assist in operations of the McHenry County Workforce Center as described herein.

DATE ISSUED: January 17, 2018

DUE DATE: February 14, 2018

SUBMISSION:

Proposals will be due by 3:00 pm on 2/14/18 to the McHenry County Workforce Network Board, 500 Russel Ct. Woodstock IL 60098, attention Jeffery Poynter. An email receipt will be sent to the proposers to acknowledge receipt of the proposal. If the proposers do not receive an email receipt it is their responsibility to contact the Workforce Network Board to verify receipt. Any proposals received after the deadline will not be accepted.

CONTACT:

All questions regarding this RFP must be submitted in writing via e-mail to Jeffery Poynter at: jjpoynter@co.mchenry.il.us by 3:00 pm / 1/31/18. No questions will be accepted after that time. Responses to all questions will be posted on the McHenry County Workforce Network Board website at www.mchenrycountywib.org by 4 pm on 2/5/18.

CONTENTS:

- Project Description and Specifications
- Contract & Proposal Information
- Guideline for Preparation of the Proposal
- Budget Worksheets
- Certifications / References

LIMITATIONS:

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

EVALUATION AND REVIEW:

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

TABLE OF CONTENTS

- I. General
- II. Specifications
- III. Contract & Proposal Information
- IV. Guideline for Preparation of the Proposal
- V. Budget Worksheets
- VI. Certifications

I. GENERAL

A. BACKGROUND

The Workforce Innovation and Opportunity Act (WIOA) of 2014 (HR 803) (<https://www.congress.gov/113/bills/hr803/BILLS-113hr803enr.pdf>) authorizes local Workforce Investment Boards with the development and oversight of a local one-stop delivery system for the provision of workforce services. In McHenry County, the McHenry County Workforce Network Board (Board) is made up of private and public sector community leaders who have the responsibility for this system.

The Board oversees and is the policy maker, in partnership with the McHenry County Chief Elected Official, for workforce development programs in McHenry County. The Board makes decisions regarding the type and mix of workforce development services offered in McHenry County and the use of federal and state funds available for workforce activities per WIOA and within the Illinois Governor's Guidelines.

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

WIOA requires each Workforce Board to procure a One-Stop Operator (OSO) and to determine the functions of the OSO consistent with Federal law and regulation. The Local Board must select the OSO through a competitive process, as required by §121(d)(2)(A) of WIOA. In the current period OS services are provided by the core partners of the McHenry County Workforce Center.

B. INTENT AND PURPOSE OF THE REQUEST FOR PROPOSAL

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

The one-stop operator shall be designated or selected through a competitive process. The one-stop operator may be an entity (public, private or non for profit) or a consortium of entities (three or more of the one-stop partners as defined in the required act), must demonstrate effectiveness, and be located in the local workforce area, McHenry County, IL. Applicants may include:

1. an institution of higher education
2. an employment service State agency established under the Wagner-Peyser Act
3. community-based organization, nonprofit organization
4. a private for-profit entity;
5. a government agency; or
6. another interested organization or entity which may include a local chamber of commerce or other business organization, or a labor organization,

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

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

All applicants must demonstrate the existing expertise, capability and capacity to manage the McHenry County Workforce Center and deliver workforce development services to our job seeker and employer customers as described in this RFP.

The McHenry County Workforce Network Board requires that the awardee consider for employment all current staff of the McHenry County Workforce Network who meet the awardees' employment qualifications to minimize disruption of service and provide an orderly transition for current customers.

Applicants acknowledge that all services will be provided at the McHenry County Workforce Center and that the one-stop operator will report to the Director of the McHenry County Workforce Network.

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

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

The One-Stop Operator will be for a period of four (4) years and will be based on successful performance measures of meeting the needs of the community. (see D: DURATION)

The McHenry County Workforce Network Board is soliciting proposals from qualified applicants to perform the functions of the One-Stop Operator for the McHenry County Workforce Center (One-Stop Center). The McHenry County Workforce Center will be guided by the strategic plan and policies developed by the MCWN Board. The successful bidder will be required to align system and center activities with the vision, mission, policies and procedures set forth by the Board, providing integration and delivery of services across partner agencies.

C. FUNDING

A portion of our WIOA funding, not to exceed \$30,000, will be used to accomplish the purpose of this RFP. All funding for future years is contingent and based on future allocations and availability of funds. In the event that the total amount of successful projects exceeds the amount of funding initially set aside for this purpose, one or more successful bidder(s) may be asked to negotiate the cost of the project.

D. DURATION

July 1, 2018 to June 30, 2021. Performance to be reviewed by McHenry County Workforce Network Board annually and can be terminated for cause at any time. The competitive process must be conducted at least once every four (4) years (§678.605).

E. SUBMITTAL/PROPOSAL

The bidder will submit: Two (2) printed copies of the proposal, with one (1) original signature, and an electronic copy of the proposal (word doc or rtf on flash drive or cd), to the following address:

McHenry County Workforce Network Board
500 Russel Ct. Woodstock IL 60098
Attn: Jeffery Poynter

Proposals must be received by **3:00pm, 2/14/18**

Any proposal received after the deadline will not be reviewed. Proposals will not be accepted by fax or email.

No RFP Response will be Opened or Reviewed prior to the closing date for this RFP. No information will be shared about bidders responses prior to posting of final award.

II. SPECIFICATIONS

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

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

Roles and Responsibilities

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

- Coordinate One-Stop Partners and Service Providers:
- Coordinate and track partner agency referrals,
- Assist partners responding to economic needs of the local area as specified in the local and regional plans, as well as report outcome to the local board
- Regularly convene the McHenry County Workforce Center Partners to:
 - Work with partners to assess customer needs as part of the continuous improvement process for the one-stop center,
 - Collect customer feedback and report findings to partners to address issues as part of the continuous improvement process for the one-stop center,
 - Periodically review one-stop program(s) and center accessibility, report to the local board,
 - Assure one-stop center materials are up-to-date and available for resource room staff and customers, and maintain adequate inventories, report inventory and needs to Workforce Center Staff.
 - Assist partners in identifying to recruit and match businesses with the skilled workers they seek, and
- Report activities, referrals, and outcomes regularly to the local board,

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

One-Stop System Responsibilities

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

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

There must be, at a minimum, one physical One-Stop Center in McHenry County. The location of the One-Stop Center must be approved by the grant recipient- McHenry County, and the McHenry County Workforce Network Board. Affiliate and related services and activities may be provided to job seekers and employers through electronically or technologically linked access points.

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 MCWN Board Executive Committee members and Workforce staff. Final approval for any and all projects is the responsibility of MCWN Board.
- C. This RFP does not commit MCWN Board to award a contract, to pay any costs incurred in the preparation of a proposal, or to procure or contract for services or supplies prior to issuance of a written contract document.
- D. Bidders shall supply two (2) copies of the proposal with one containing original signatures, and one (1) electronic copy of the proposal. 3 copies total.
- E. Proposals submitted in response to the RFP and not selected for funding will not be returned.
- F. The final proposal, including any revisions made as a result of negotiations or modifications, submitted by the selected bidder (contractor) will become part of the contract with MCWN Board.
- G. Proprietary rights to all data, materials, documentation, and products originated by and prepared for MCWN Board pursuant to the contract shall belong exclusively to MCWN Board.
- H. The contractor will be prohibited from disseminating products and information developed under the contract without the prior written consent of MCWN Board.
- I. MCWN Board representatives will meet with the selected bidder prior to finalizing the contract. The purpose of the meeting will be to make sure both parties share the same understanding of the project goals, activities, outcomes, billing schedule and billing submittal procedures. If the contract is with a school, a copy of the ADA compliance letter will be required at this meeting for the contract.
- J. MCWN Board Director is authorized to accept, modify and approve or reject the services furnished by the contractor.
- K. Payment for services provided under the contract shall not be construed as evidence of the MCWN Board 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 MCWN Board. Should MCWN Board reject any or all of the project deliverables, the 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.
- L. The contract may be modified to include additional tasks reasonably related to the initial project with necessary funding to support completion of those additional tasks provided as appropriate. Requests for any modification to the original contract must be submitted in writing to the MCWN Board Director. In accordance with established policies concerning modifications, this request will need to be approved by the MCWN Board. Final approval of modifications requiring formal action will be the authority of MCWN Board.
- M. The MCWN Board retains the right to accept or reject any or all proposals received. It also retains the right to negotiate with any qualified party, or to cancel in part or in its entirety this RFP process if that action would be determined to be in its best interests.
- N. The contract will be on a cost reimbursement basis.
- O. The contract shall be subject to termination and cancellation without penalty in the event that any Federal funding source, upon which all funds for workforce services are dependent, fails to appropriate or otherwise make available the funds required to operate program services.

IV. GUIDELINES FOR THE PREPARATION OF THE QUALIFICATIONS

The proposal **must** be typewritten, on one side of standard sized (8-1/2" x 11") paper. All proposals **must** 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 MCWN Board Executive Committee reserves the right to negotiate the price and terms of any proposal, bidders should submit their proposals on the basis of their best offer since an award may be made solely on the initial submission.

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 activities and services, and the projected cost. It should also briefly describe the approach for performing 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 the WIOA program and related regulations. Describe what makes your organization stand out above others in its abilities to accomplish the goals of a One-Stop Career Center
- 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.

E. Narrative Description

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

F. Cost Information

- 1) Using the forms in Section V. Budget Worksheets, develop a budget that supports the proposed cost for performing project activities and completing project deliverables.
- 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 2017 through June 2018.

EVALUATION CRITERIA

The applicant's proposal for process mapping services will address the following content requirements.

- Providers will be selected based on
 - a. Accuracy and completeness,
 - b. Budget,
 - c. Design and
 - d. Qualifications.
- All proposals shall clearly separate each of the four sections of their proposal.
- Aside from the boilerplate material, the narrative of the proposal shall be limited to five (5) pages. All proposals shall be stapled and in order by section.
- Adherence to RFP guidelines is required for consideration.
- Each proposal will be independently evaluated by a committee of MCWN Board Executive Committee Members and Workforce Network staff.

VENDOR INFORMATION & PROPOSAL COVER SHEET

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

Business Organization Identification

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

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

Authorized Signature: _____ Date: _____

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. 31

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

V. BUDGET INFORMATION & WORKSHEETS

Please include the completed Fiscal Questionnaire and all Budget Worksheets with your proposal. Specific instructions are provided on appropriate forms.

FISCAL QUESTIONNAIRE

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

Name: _____ Title: _____

Name: _____ Title: _____

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

If "yes", name of bond carrier: _____

3. Has any officer of your agency ever been convicted of fraud or embezzlement? ___Yes ___No

If "yes", please explain: _____

4. Does your agency have written guidelines for fiscal management? ___Yes ___No

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

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

Yes No

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

Yes No

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

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

Yes No

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

Yes No

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

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

McHenry County Workforce Network
MCHENRY COUNTY WORKFORCE CENTER ONE-STOP OPERATOR
RFP #PY2017.001

BUDGET WORKSHEET

PRICE QUOTE

MCHENRY COUNTY WIOA ONE-STOP OPERATOR

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

Service / Action Item	Proposed Price	Number of Hours
TOTAL:		

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

Position	Rate for Service

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

Service	Proposed Price

McHenry County Workforce Network
MCHENRY COUNTY WORKFORCE CENTER ONE-STOP OPERATOR
RFP #PY2017.001

REFERENCES

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

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 tele-facsimile sent in care of the Office of Legal Counsel at (312) 793-2164, with such notice to include reference to the Grant number assigned to this Grant Agreement; upon receipt of such notice, all further payments under this grant shall be processed under the new FEIN. Grantee hereby acknowledges that to the extent allowable by applicable federal laws and regulation, the State shall have the right and the Grantee authorizes the State to withhold from any sum or sums due otherwise payable pursuant to this Grant Agreement the overpaid benefits under the Unemployment Insurance Act, and may apply the amount so withheld toward satisfaction of any such past due contributions, payments in lieu of contributions, penalties and/or interest or overpaid benefits.

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

6.4 Default on Educational Loan. The grantee certifies that this Agreement is not in violation of the Educational Loan Default Act (5 ILCS 385/3) prohibiting certain contracts to individuals who are in default on an educational loan. 25

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

6.6 Drugfree Workplace Act. The Grantee certifies that:

- A) ____ It is a Corporation, Partnership, or other entity (other than an individual) with 24 or fewer employees at the time of execution of this Agreement.
- B) ____ That the purpose of this grant is to fund solid waste reduction.
- C) ____ It is a Corporation, Partnership, or other entity (other than an individual) with 25 or more employees at the time of execution of 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; 26
 - (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 drug-free workplace through implementation of the Drug-free 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 27 Rights Commission; (vi) directions on how to contact the Department and Commission and, (vii) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act (775 ILCS 5/2-105 (B)(5)). A copy of the policies shall be provided to the Department upon request.

6.10 International Anti-Boycott Certification. The Grantee hereby certifies that neither the Grantee nor any substantially owned affiliate company of the Grantee is participating or will participate in an international boycott, as defined by the provisions of the U.S. Export Administration Act of 1979, or as defined by the regulations of the U.S. Department of Commerce, promulgated pursuant to that Act (30 ILCS 582/1 et. seq.). 28

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the Department of Labor=s (DOL) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the DOL determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the DOL may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DOL if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms “covered transaction”, “debarred”, “suspended”, “ineligible”, “lower tier covered transaction”, “participant”, “person”, “primary covered transaction”, “principal”, “proposal”, and “voluntarily excluded”, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the DOL for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions,” provided by the DOL, without modification, in all lower tier-covered transactions and in all solicitations for lower tier-covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties From Procurement or Non-procurement Programs.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier-covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may terminate this transaction for cause of default.

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

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

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

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

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

Grantee/Contractor Organization

Name of Certifying Official

Signature

Date

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

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

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

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

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

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

Name and Title of Authorized Representative

Signature

Date