
REQUEST FOR PROPOSAL

Career Services

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 consultant to assist in preparing the McHenry County Workforce Network **Career Services** as described herein.

DATE ISSUED: 5/11/20

DUE DATE:

6/11/20

SUBMISSION OF PROPOSAL:

Proposals will be due by 3:00 pm on 6/11/20 to the McHenry County Workforce Network Board via email to jjpoynter@mchenrycountyil.gov and a copy to kjohnson@mchenrycountyil.gov. A receipt will be emailed when a proposal is received. 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@mchenrycountyil.gov by 12:00pm on 5/25/20. 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 12 pm on 5/27/20.

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 contained 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. Attachments

I. GENERAL

A. BACKGROUND

The Workforce Innovation and Opportunity Act (WIOA) was passed into law on July 22, 2014. The purpose of this legislation 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. WIOA outlines a broad vision that supports an integrated service delivery system and provides a framework through which local workforce areas can leverage other Federal, state, local and philanthropic resources to support businesses and job-seekers. WIOA commitment is to provide high-quality services, beginning with career exploration and guidance, continued support for educational attainment, opportunities for skills training in in-demand industries and occupations, such as apprenticeships, internships, work based learning, on-the-job training and culminating with a good job along a career pathway, enrollment in post-secondary education or a Registered Apprenticeship. WIOA programs will provide a needed continuum of services to help support a high quality, integrated, and inclusive workforce system.

B. INTENT AND PURPOSE OF THE REQUEST FOR PROPOSAL

The scope of the project is to deliver McHenry County's Career Services. The McHenry County Workforce Network Board seeks a qualified individual or company to develop content that focuses around Career Services for our Job Seeker Customers that complements our Workforce Programs. Services may include but are not limited to computer classes / training, workshops. More details are provided in the scope of work, Section II. The workshops may take place virtually or McHenry County Workforce Center – 500 Russel Court, Woodstock, IL.

C. FUNDING

A portion of our WIOA funding will be used to accomplish the purpose of this RFP. Every effort will be made to award contracts deemed as meeting the intent of this RFP within reasonable WIOA program budgetary limits. In the event that the total amount of successful projects exceeds the amount of funding initially set aside for this purpose, one or more successful bidder(s) may be asked to negotiate the cost of the project.

II. SPECIFICATIONS

A. RFP BACKGRPOUND

WIOA requires the Career Services be provided to individuals through the one stop delivery system. These services are an important part of career preparation and job search. In order to effectively deliver these services to one stop center customers, a variety of tools are needed. Additionally, different service delivery methods are key to reaching all levels for customers, from those just starting their careers to career changers. Therefore, the McHenry County Workforce Network Board is seeking proposals to expand services to help job seekers become successful in finding new employment or changing careers.

B. PROJECT APPROACH

Develop a series of workshops / seminars that help job seekers with career services, with a focus on a virtual delivery platform.

C. SCOPE OF SERVICES

Develop content and teach job seekers different career service skills. Including, but not limited to career exploration, computer classes, job clubs, networking groups, interviewing, job search skills and or other such activates that increase customers employability skills. Prefer workshops to be delivered via virtual platform and may also take place at the McHenry County Workforce Center – 500 Russel Court, Woodstock, IL.

D. RESPONSIBILITIES

The McHenry County Workforce Network Board responsibilities include:

- a. To market the series workshops and recruit attendees. Work with the training provider to schedule training activities.

The Consultant's responsibilities are as follows (in addition to the items detailed in the above scope of work).

- a. Develop and deliver content including all materials

E. DURATION OF PROJECT

July 1, 2020 through June 30, 2021

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 provide an electronic copy of the proposal via email to jipoynter@mchenrycountyil.gov and a copy to kjohnson@mchenrycountyil.gov. A receipt will be emailed when a proposal is received. 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.
- 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 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

All proposals **must** be assembled according to the following outline and submitted in a Word or RTF document:

- A. Proposal Cover Sheet
- B. Table of Contents
- C. Executive Summary (1- 2 pages)
- D. Information on Bidder
- E. Narrative Description
- F. Certifications
- G. Cost Information
 - Budget information & Worksheets

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. Proposal Cover Sheet

- 1) Complete all items of information on the cover sheet. (*Attachment A*)
- 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 youth by in-school and out-of-school designation, 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 the WIOA program and related regulations.
- 2) Provide information as to the organization's size and structure as well as the length of time in business. If applicable, indicate if organization is a minority or female owned and operated business.
- 3) Provide brief resumes indicating qualifications of staff members to be assigned to perform services requested. Identify the individual to serve as project liaison.
- 4) Indicate the number of hours each staff assigned to the project will devote to the project.

- 5) Identify references who can be contacted regarding the organization's quality of work on similar projects and capabilities in general. (*Attachment B*)
- 6) Provide a time line demonstrating the planning, implementation and completion of the project.
- 7). Past Demonstrated Effectiveness: This should include descriptions of similar projects and or requirements that contribute to your past demonstrated effectiveness.

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. Certifications per attachments:

- Conditions & Assurances (*Attachment C*),
- State of Illinois Required Certifications (*Attachment D*),
- Certification Regarding Lobbying (*Attachment E*),
- Certification regarding Debarment, Suspension, and Other Matters (*Attachment F*).

G. Cost Information

- 1) Using the forms in Section V. Budget Worksheets (*Attachment G*), 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 duration of the project as outlined in Section II, Specifications.

EVALUATION CRITERIA

The applicant's proposal for Internet Job Seeker Series will address the following content requirements.

- Providers will be selected based on
 - a. performance,
 - b. program design,
 - c. qualifications and
 - d. budget.
- 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.

McHenry County Workforce Network
 Career Services
 RFP # PY2020.001

ATTACHMENT A
PROPOSAL COVER SHEET WITH VENDOR INFORMATION

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 <small>(list Names, Titles, Addresses of Principles/Partners as attachment)</small>
<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

McHenry County Workforce Network
 Career Services
 RFP # PY2020.001

ATTACHMENT B
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	

ATTACHMENT C
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

until pending matters of litigation, audit, or other related claims are resolved. This includes but is not limited to financial, statistical and participant records and supporting documentation.

15) The Contractor must be able to maintain control over the accountability for all WIOA funds received. The Contractor's financial management system must be able to provide for accurate, current, and complete disclosure of all project costs/expenditures.

16) The Contractor certifies that it possesses the legal authority to apply for WIOA funds, enter into any contract awarded and execute the proposed project.

17) The contracting organization agrees to comply with all Federal and State non-discrimination provisions. Specifically, upon receiving funding under the WIOA program, the contractor agrees that it will not discriminate on the basis of race, color, creed, religion, age, sex, physical or mental ability, marital status, arrest or conviction records (whenever appropriate), national origin, political affiliation, veteran status, or for persons with AIDS or HIV infection.

18) The Contractor agrees to meet all of the requirements of 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 MCWN Board **prior** to purchase. The item(s) remains the property of MCWN Board and is subject to MCWN Board inventory controls. This includes items such as computers, software, printers, and furniture. Upon completion of the grant, this equipment will be retrieved by MCWN Board.

Signature

Date

Name of Authorized Representative

Title

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.

ATTACHMENT D
**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

ATTACHMENT E
**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).

ATTACHMENT F
**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

ATTACHMENT G
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.

BUDGET WORKSHEET

PRICE QUOTE

McHENRY COUNTY WIOA FOUR-YEAR PLAN

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)

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