

Request for Proposal (RFP)

Issued by

**WORKFORCE DEVELOPMENT BOARD
OF ROCK ISLAND, HENRY AND MERCER COUNTIES,
NOT-FOR-PROFIT CORPORATION (WDB)**

Program

Youth Workforce Investment Activity

Date Issued

February 15, 2024

Proposal Due Date

March 31, 2024

Limitations

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

Questions

Questions should be addressed only to Lori Warren, telephone 309.248.0291, 309.429.6429, or email Lori.Warren@AmericanJob.Center

Evaluation and Review

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

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I. General

A. History

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

Section 129 of WIOA specifically outlines activities that focus on longer-term academic and occupational learning opportunities for eligible youth. Youth Committee of WDB is interested in funding projects that will incorporate these activities and will be tailored to meet needs of youth in Local Workforce Investment Area 13 (LWIA 13).

B. Intent and Purpose of Request for Proposal

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

Services provided through this RFP must target out-of-school youth between ages of 16 and 24 who by definition fit an out-of-school youth not attending school (as defined under State law), and one of following – a school drop-out, a youth who received a secondary school diploma or GED who is low income and is either basic skills deficient or an English learner, an individual who is subject to the justice system, a homeless, a pregnant or parenting youth, an individual with a disability, in foster care or aged out, withing compulsory school age but has not attended for at least on of the most recent quarter(s), or a low income individual who requires additional assistance to enter or complete an educational program and/or hold employment. This RFP is intended to allow providers to create their own program design that will meet the needs of WIOA eligible students and accomplish performance goals set forth.

Strategy for **out-of-school** youth is employment experiences and opportunities based on performance outcomes. To carry out this strategy, following goals have been identified in LWIA 13:

1. To encourage school dropouts to return to school or attain a GED certificate or diploma.
2. To encourage post-secondary occupational skills training or employment.
3. To provide adequate preparation for entry into workforce through:
 - a) Exposure to labor market/career exploration information
 - b) Work readiness instruction including soft skills
 - c) Internships and paid work experiences
 - d) Building social interactions skills such as self-esteem, communication, teamwork, etc.

Priority is given to proposals that meet ALL strategies and implement program elements to meet

these strategies. A well detailed plan explaining those elements will help to assure reader / rater has full understanding of proposal.

C. Funding

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

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

D. Duration

Contracts will be awarded by July 1, 2024. All projects should end on or before June 30, 2025. An extension of up to one year may be granted if need for project continues to exist, provider is on target to meet project goals and applicable WIOA performance measures, adequate funding is available, and approval is granted by WDB.

E. Inquiries

Questions should be addressed only to Lori Warren, telephone 309.248.0291, 309.429.6429 or email Lori.Warren@AmericanJob.Center

F. Submittal / Proposal

An electronic version must be emailed to Lori.Warren@AmericanJob.Center and to WDB@AmericanJob.Center. Proposals must be received **by March 31, 2024**. Any proposal received after deadline will not be reviewed.

Proposals will not be accepted by fax.

II. Project Description

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

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

In order to be considered for an award, **proposals must address ALL of these required elements and must describe in detail how youth will access service / activity and how services will be provided** along with how each element is tied to Out-of-School Strategies listed on page 3. Any of services and activities that will be offered may be made available only to eligible youth who live in Rock Island, Henry or Mercer Counties, although it is entirely possible that proposed project will target only a portion of this geographic area. In order to assure that all youth in LWIA 13 have the same opportunity to benefit from any WIOA-funded programs, WDB encourages respondents to this RFP to propose projects that will cover as much of three-county area as possible.

Youth to be served in a project will be enrolled in WIOA Youth Program and must meet eligibility guidelines listed on Attachment A of this proposal. Contract Youth Agency staff will be responsible for eligibility determination, objective assessment, development of individual service strategies and final determination of appropriateness for project. RITCC staff will review and approve prospective clients prior to certification. Total number of youths participating in project will vary according to services to be provided and youth determined to need those services.

Project proposals will contain the following:

1. Well-defined mission statement
2. Written job description(s) for any staff that will be a part of this project. An explanation of how each position will coordinate with RITCC should also be included.
3. Screening process and suitability criteria for selection of staff. This could include character references, child abuse or sexual offender check, driving record and criminal record check, personality profile, skills identification, level of education, career interest and ability to understand needs of WIOA-eligible youth.
4. A detailed plan for recruiting and referring eligible youth to participate in project. Include anticipated number of youths to be served by this project and expected outcomes to be achieved by end of project. Provide number, and anticipated outcomes for these youth. NOTE: Previous experience with WIOA-funded projects shows that in order to achieve planned enrollment numbers, at least 2 – 3 times that number of youth should be recruited / referred to project.
5. An Operational Plan that addresses the following areas:
 - *Level of commitment* to project, such as time, staff, in-kind service, and / or agency's other resources
 - *Identification and description* of WIOA youth activities that will be used directly in project, as well as those that will be indirectly linked to it
 - *Documentation* for recording direct contact with youth, as well as contact between project staff and RITCC staff.
 - *Quarterly reporting*, both content and format, that outlines project activity, progress to date and at least one success story to be submitted by project staff.
 - *Orientation* for youth that provides a project overview, outlines expectations, restrictions, accountability, benefits and rewards.
6. Goals and Objectives of project and relationship to goals identified for WIOA-eligible youth. Proposal must also explain how these goals and objectives will lead toward attainment of federally established performance measures including:
 - Percentage of program participants who are in unsubsidized employment / post-secondary education during second quarter after exit from program,
 - Percentage of program participants who are in unsubsidized employment / post-secondary education during fourth quarter after exit from program,
 - Median earnings of program participants who are in unsubsidized employment during second quarter after exit from program,

- Percentage of program participants who obtain a recognized postsecondary credential or a secondary school diploma or recognized equivalent during participation in, or within one year after exit from program, and
- Percentage of program participants who, during a program year, are in an education or training program that leads to a recognized postsecondary credential or employment and who are achieving measurable skill-gains toward such a credential or employment.

Each proposal will be rated and scored on how their plan defines outcomes for these measures

7. Describe how this program is relevant in community and give examples of how community needs this program. Give numbers where possible and backup documentation.
8. Describe a plan of action for enrolled youth to stay engaged in activities until Employment or Post-Secondary outcomes are achieved.

III. Contract and Proposal Information

- A. Bidders are required to follow guidelines contained in this document in preparing response proposals. Guidelines address both structure and content of proposal. Proposals not adhering to guidelines and / or instructions may not be reviewed or considered for selection.
- B. All proposals submitted in response to this RFP will be subject to review by a committee comprised of Youth Committee members. Final approval for any and all youth projects is responsibility of WDB.
- C. RFP does not commit WDB to award a contract, to pay any costs incurred in 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 one (1) electronic copy of proposal.
- E. Proposals submitted in response to RFP and not selected for funding will not be returned.
- F. Final proposal, including any revisions made as a result of negotiations or modifications, submitted by selected bidder (contractor) will become part of contract with WDB.
- G. Proprietary rights to all data, materials, documentation, and products originated by and prepared for WDB pursuant to contract shall belong exclusively to said entity.
- H. Contractor will be prohibited from disseminating products and information developed under contract without prior written consent of WDB.
- I. WDB representatives will meet with selected bidder prior to finalizing contract. Purpose of meeting will be to make sure both parties share same understanding of project goals, activities, outcomes, billing schedule and billing submittal procedures.
- J. Contractor shall provide a written progress reports and success stories on a quarterly basis. These reports and success stories are due on fifteenth day following end of quarter. Such reports will address contractor's progress in completing project activities and goals. Oral and / or other written communication to project liaison during contract period is encouraged as well. A plan of action or renegotiation of contract will take place if goal numbers or satisfactory progress is not taking place.

Payment for services provided under contract shall not be construed as evidence of WDB acceptance of project deliverables, as identified in Section II and described in Section IV. Contractor will provide copies of all written deliverables in draft and final form. Should WDB reject any or entire project deliverables, contractor will be notified in writing and cite reasons for rejection. Right to reject report shall extend throughout term of contract and for ninety (90) days after contractor submits final billing for payment.

K. Contract may be modified to include additional tasks reasonably related to initial project with necessary funding to support completion of those additional tasks provided as appropriate. Requests for any modification to original contract must be submitted in writing to Executive Director of RITCC. In accordance with established policies concerning modifications, this request will either be approved by Executive Director or presented to Youth Committee for review at its next regularly scheduled meeting. Final approval of modifications requiring formal action will be authority of WDB.

L. Contractor will make every effort to meet or exceed all applicable WIOA performance measures. If monitoring results or other programmatic reviews indicate that contractor may not meet these goals, a corrective action plan may be requested to address problems and / or deficiencies.

M. Youth Committee retains right to accept or reject any or all proposals received. It also retains 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 best interests of Youth Committee of WDB.

N. If 50% of planned numeric goals as identified in Section II Program Design and described in Section IV. E. Narrative Description is not achieved by end of second quarter of Program Year, agreement, including contract amount is subject to re-negotiation unless acceptable justification can be provided by contractor.

O. Contract will be on a cost reimbursement basis.

IV. Guidelines for Preparation of Proposal

Proposal **must** be printed, on one side of standard sized (8 1/2" x 11") unruled paper. All proposals **must** be assembled according to 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
 - a. Budget Worksheets
 - b. Certification / Agreement Sheets

Please read and follow guidelines. Proposals that are not in compliance with 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 following pages.

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

A. Cover Sheet

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

Comments and Suggestions: Cover sheet is identification tag for proposal. Be sure that all 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 reviewer, appendices should be inserted at end of appropriate section rather than at end of proposal.

C. Executive Summary

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

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

D. Information on Bidder

- (1) Provide an explanation of bidder's experience and background which demonstrates necessary expertise to successfully carry out objectives and achieve goals of proposed project. Additionally, indicate any experience or extent to which organization is familiar with a) WIOA program and related regulations, and strategies and / or program design for serving youth.
- (2) Provide information as to organization's size and structure as well as 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 individual to serve as project liaison.
- (4) Indicate number of hours each staff assigned to project will devote to project.
- (5) Identify references who can be contacted regarding organization's quality of work on similar projects and capabilities in general.

- (6) Provide a timeline demonstrating planning, implementation and completion of project.

Comments and Suggestions: This section primarily serves to provide assurances to Youth Committee of WDB that selected bidder will provide quality services. Specifically, that personnel designated to complete project and accomplish project deliverables possess necessary qualifications and experience.

E. Narrative Description

This section should provide a detailed narrative description of entire project. Specifically, it should describe how each of 14 program elements listed in Section II (Project Description) will be delivered and how outcomes within those activities will be achieved. This section should also address how goals and objectives listed in Section II. B. 6 will be achieved. A Project Schedule should be included which will provide a timeline for planning, implementing and completing project. This schedule will also be utilized to detail sequence in which desired activities and services will be completed.

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

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

1. number of youths who will be "carried in" from previous year's project
2. reason why additional time and services are needed
3. ongoing / additional services that will be provided and how they will benefit youth
4. outcomes / goals that are expected to be achieved as a result of continuing enrollment, as well as an estimated completion date for achieving them.

F. Past Demonstrated Effectiveness

Proposer should provide a brief description of previous project(s) administered under Workforce Innovation and Opportunity Act (WIOA), including following:

1. Evidence (e.g., numeric data, achievements, success stories, etc.) that previous project's stated goals and any applicable WIOA Performance Measures were achieved. If project is not yet completed, present an assessment of status towards meeting project's stated goals and any applicable WIOA Performance Measures. (NOTE: If WIOA Performance Measures apply, results must be included, either by bidder or by WDB.)

2. Changes, if any that will be made to way services were delivered in previous project(s) and explain how those changes will contribute to increased successful outcomes for youth in proposed project. (This section MUST be completed for new performance measures.)

G. Cost Information

1. Using forms in Section V. Budget Worksheets, develop a budget that supports proposed cost for performing project activities and completing project deliverables. Include both total hours and hourly rate for each staff position under this project.
2. Provide a statement that recognizes invoices for payment will be submitted on a monthly basis unless prior approval for an alternative schedule is obtained from grantor. Include a payment schedule of estimated expenditures by quarter. Schedule should clearly reflect payments for period of July 1, 2020~~2~~ through June 30, 2023~~+~~.

EVALUATION CRITERIA

Evaluation of each proposal will be based on following criteria:

- | | |
|-------------------------------------|----------------------------|
| • Adherence to RFP guidelines | Required for Consideration |
| • Project Content | 40 Points Maximum |
| • Information on Bidder | 20 Points Maximum |
| • Past Demonstrated Effectiveness * | 20 Points Maximum |
| • Cost Competitiveness | 20 Points Maximum |

Each proposal will be independently evaluated by members of Youth Committee and WDB staff.

* section Past Demonstrated Effectiveness will be evaluated by WDB.

Projects that will not be required to complete this section of narrative will be rated on a total of 80 points rather than 100 points.

Attachment A

Definitions and Eligibility Criteria

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

- A. Not attending any school (as defined under State law);
- B. Not younger than age 16 or older than age 24 at time of enrollment; and
- C. One or more of following:
 1. A school dropout;
 2. A youth who is within age of compulsory school attendance but has not attended school for at least most recent complete school year calendar quarter.
 3. A recipient of a secondary school diploma or its recognized equivalent who is a low-income individual and is either basic skills deficient or an English language learner;
 4. An individual subject to juvenile or adult justice system;
 5. A homeless individual, a homeless child or youth, or a runaway;
 6. An individual in foster care or who has aged out of foster care system or who has attained 16 years of age and left foster care for kinship guardianship or adoption, a child eligible for assistance under sec. 477 of Social Security Act (42 U.S.C. 677), or in an out-of-home placement;
 7. An individual who is pregnant or parenting;
 8. An individual with a disability; or
 9. A low-income individual who requires additional assistance to enter or complete an educational program or to secure or hold employment.

Attachment B

Performance Measures and Negotiated Levels

1. Percentage of program participants who are in unsubsidized employment / post-secondary education during second quarter after exit from program
2. Percentage of program participants who are in unsubsidized employment/post-secondary education during fourth quarter after exit from program
3. Median earnings of program participants who are in unsubsidized employment during second quarter after exit from program
4. Percentage of program participants who obtain a recognized postsecondary credential or a secondary school diploma or recognized equivalent during participation in, or within one year after exit from program
5. Percentage of program participants who, during a program year, are in an education or training program who are achieving measurable skill-gains toward such a credential or employment.

Youth Program Proposal Cover Sheet

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

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

Authorized Signature _____ Date _____

CONDITIONS / ASSURANCES

In submitting this proposal, respondent must agree to follow and abide by conditions / assurances stated below. Please read each item carefully and sign where indicated. ***Include this section in your submission.***

1. WDB reserves right to reject any and all proposals which are not complete or not prepared in accordance with RFP guidelines.
2. WDB retains 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 best interest of WDB to do so. WDB will require selected respondents to participate in contract negotiations should they be necessary.
3. Submission of a proposal does not commit WDB to award a contract or to pay any costs incurred in preparation of a proposal, or to procure or contract for services or supplies prior to issuance of a signed contract.
4. 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 WDB.
6. Contractors will be prohibited from disseminating products developed under contract with WDB without prior written consent.
7. Contractors must participate in project reporting, evaluation, and monitoring required or conducted by WDB.
8. Contractor shall comply with grievance and complaint procedure(s) contained in Section 181 (c) of WIOA, and any state-issued policy guidance.
9. Contractor shall operate and comply with project described in proposal, which will be included as a part of contract. Any deviation from project as defined in this proposal must be approved in writing by WDB. Failure to gain such written approval shall constitute breach of contract. In event of breach of contract, WDB reserves right to impose sanctions as deemed appropriate.
10. **All** funds received pursuant to this contract must be used exclusively for proposed project. Any expenditures or performances that exceed those agreed to in contract are sole responsibility of contractor and shall not entitle him / her to additional payments or benefits.
11. Contractor shall inform WDB. in writing regarding receipt of additional funding that may influence provision, quality, or costs of providing services under this contract. WDB retains right to disapprove or renegotiate project costs based upon receipt of this information.

FISCAL QUESTIONNAIRE

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

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

If "yes", name of bond carrier: _____

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

Yes No

If "yes", please explain: _

4. Does your agency have written guidelines for fiscal management? Yes No

5. List 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 WDB harmless from liabilities arising from bodily injury, illness, or other damages or losses of person or property, or any claims arising out of any activity under a WIOA contract or agreement?

Yes No

7. What is your DUN's number? _____

8. Do you have a negotiated indirect cost rate? Yes No If yes, rate is:_____

Budget Information Summary

Enter total funding requested from each separate worksheet

Indirect Costs

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

1. Personnel Budget Worksheet

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

Convert salary to hourly rates

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

2. **Fringe Benefits Worksheet**

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

3. **Travel Budget Worksheet**

Staff Travel Costs

Mileage _____ per mile X _____ # of Miles = _____

Staff Travel Costs

Mileage _____ per mile X _____ # of Miles = _____

Total Travel

Mileage _____ per mile X _____ # of Miles = _____

4. **Indirect Program Costs Budget Worksheet**

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

5. **Direct Training Program Costs**

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

6. In-Kind Contributions Budget Worksheet

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

Item	Costs
Personnel	
Fringe Benefits	
Travel	
Program Costs	
Total	

PART VI
STATE OF ILLINOIS REQUIRED CERTIFICATIONS

Grantee makes 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 certification made herein are true and correct.

6.1 Compliance with Applicable Law. Grantee certifies that it shall comply with all applicable provisions of Federal, State and local law in 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 following reason(s):

If Grantee has an Illinois Unemployment Insurance Account Number, it certifies that it is not delinquent in payment of Unemployment Insurance contributions, payments in lieu of contributions, penalties and / or interest, nor does it owe any sums to Department of Employment Security because of overpaid unemployment insurance benefits. Grantee further certifies that Grantee’s Federal Employer Identification Number (FEIN) set forth in Notice of Grant Award is same number that Grantee has supplied to IDES for unemployment insurance purposes. If, for any reason, FEIN Grantee has supplied for unemployment insurance purposes changes, Grantee will immediately notify Department of Employment Security of new FEIN, in writing, by telefacsimile sent in care of Office of Legal Counsel at (312) 793-2164, with such notice to include reference to Grant number assigned to this Grant Agreement; upon receipt of such notice, all further payments under this grant shall be processed under new FEIN. Grantee hereby acknowledges that to extent allowable by applicable federal laws and regulation, State shall have right and Grantee authorizes State to withhold from any sum or sums due otherwise payable pursuant to this Grant Agreement overpaid benefits under Unemployment Insurance Act, and may apply 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. 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 Criminal Code of 1961 (720ILCS 5/33 E-3 and 5/33 E-4).

6.4 Default on Educational Loan. Grantee certifies that this Agreement is not in violation of Educational Loan Default Act (5 ILCS 385/3) prohibiting certain contracts to individuals who

are in default on an educational loan.

6.5 Americans with Disabilities Act. Americans with Disabilities Act (ADA) (42 U.S.C. 12101 et. seq.) and regulations thereunder (28 CFR 35.130) prohibit discrimination against persons with disabilities by State, whether directly or through contractual arrangements, in provision of any aid, benefit or service. As a condition of receiving this grant, Grantee certifies that services, programs and activities provided under this Agreement are, and will continue to be, in compliance with ADA.

6.6 Drugfree Workplace Act. Grantee certifies that:

A) It is a Corporation, Partnership, or other entity (other than an individual) with 24 or fewer employees at time of execution of this Agreement.

B) That 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 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 requirements of the Act.

If Option "C" or "D" is checked and amount of this grant is five thousand dollars (\$5,000.00) or more, Grantee is notified that Drugfree Workplace Act (30 ILCS 580/1 et. seq.) is applicable to this Agreement, and Grantee must comply with terms of said Act, as set forth below:

Grantee will provide a drugfree workplace by:

(a) Publishing a statement:

i. Notifying employees that unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in Grantee's workplace.

ii. Specifying actions that will be taken against employees for violations of such prohibition.

iii. Notifying employee that, as a condition of employment on such grant, employee will:

1. abide by terms of statement; and

2. notify employer of any criminal drug statute conviction for a violation occurring in workplace no later than five (5) days after such conviction.

(b) Establishing a drugfree awareness program to inform employees about:

i. dangers of drug abuse in workplace.

ii. Grantee's policy of maintaining a drugfree workplace.

iii. any available drug counseling, rehabilitation and employee assistance programs; and

iv. penalties that may be imposed upon an employee for drug violations.

- (c) Providing a copy of statement required by subparagraph (a) to each employee engaged in performance of grant and to post statement in a prominent place in workplace.
- (d) Notifying 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 satisfactory participation in, a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by Section 5 of Drugfree Workplace Act, 30 ILCS 580/5.
- (f) Assisting employees in selecting a course of action in event drug counseling, treatment and rehabilitation are required and indicating that a trained referral team is in place.
- (g) Making a good faith effort to continue to maintain a drugfree workplace through implementation of Drugfree Workplace Act, 30 ILCS 580/5.

If Grantee is an individual, it certifies that it will not engage in unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in performance of this Agreement.

6.7 Anti-Bribery. Grantee certifies that neither it nor its employees have been convicted of bribing or attempting to bribe an officer or employee of 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 Illinois Procurement Code (30 ILCS 500 et. seq.).

6.8 Discrimination / Illinois Human Rights Act. 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 provisions of Article 5 of Act regarding equal employment opportunities and affirmative action; and, (iii) that it will comply with policies and procedures established by Department of Human Rights under Article 7 of the Act regarding equal employment opportunities and affirmative action.

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. Grantee certifies that it has written sexual harassment policies that shall include, at a minimum, following information: (i) illegality of sexual harassment; (ii) definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) Grantee’s internal complaint process including penalties; (v) legal recourse, investigative and complaint process available through Department of Human Rights and Human Rights Commission; (vi) directions on how to contact Department and Commission and, (vii) protection against retaliation as provided by Section 6-101 of Illinois Human Rights Act (775 ILCS 5/2-105 (B)(5)). A copy of policies shall be provided to Department upon request.

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

Instructions for Certification

1. By signing and submitting this proposal, prospective primary participant is providing certification set out below.
2. Inability of a person to provide certification required below will not necessarily result in denial of participation in this covered transaction. Prospective participant shall submit an explanation of why it cannot provide certification set out below. Certification or explanation will be considered in connection with Department of Labor's (DOL) determination whether to enter this transaction. However, failure of prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. Certification in this clause is a material representation of fact upon which reliance was placed when USDOL determined to enter this transaction. If it is later determined that prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to Federal Government, DOL may terminate this transaction for cause or default.
4. Prospective primary participant shall provide immediate written notice to DOL if at any time prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. 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 meanings set out in Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact DOL for assistance in obtaining a copy of those regulations.
6. Prospective primary participant agrees by submitting this proposal that, should 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 DOL.
7. Prospective primary participant further agrees by submitting this proposal that it will include clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by 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 covered transaction, unless it knows that certification is erroneous. A participant may decide method and frequency by which it determines eligibility of its principals. Each participant may, but is not required to, check List of Parties from Procurement or Nonprocurement Programs.

9. Nothing contained in foregoing shall be construed to require establishment of a system of records in order to render in good faith certification required by this clause. Knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in 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 Federal Government, DOL may terminate this transaction for cause of default.

Vendor's Federal Taxpayer Identification Number

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

- | | |
|--|--|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Government Entity |
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Tax Exempt Organization |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Trust or Estate |
| <input type="checkbox"/> Corporation | |

Signed

Date

Enter your taxpayer identification number in 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 certification if you do not have a TIN, fill out certification indicating that a TIN has been applied for, sign and date form, and return it to this agency. As soon as you receive your TIN, sign and date form, and give it to this agency.

If you fail to furnish your correct TIN to this agency, you are subject to an IRS penalty of \$50.00 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

WILLFULLY FALSIFYING CERTIFICATIONS OR AFFIRMATIONS MAY SUBJECT YOU TO CRIMINAL PENALTIES INCLUDING FINES AND / OR IMPRISONMENT.

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

Undersigned certifies, to best of knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of 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 awarding of any Federal contract, making of any Federal grant, making of any Federal loan, entering into of any cooperative agreement, and 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, undersigned shall complete and submit Standard Form LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.
3. Undersigned shall require that language of this certification be included in 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 this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000.00 for each such failure.

Grantee / Contractor Organization

WIOA TITLE / AGREEMENT NO.

Name of Certifying Official

Signature

Date

*Note: In these instances, "All", in 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 regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants= responsibilities. Regulations were published as Part VII of May 26, 1988, Federal Register (pages 19160-19211).

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

- 1) Prospective primary participant certifies to best of its knowledge and belief, that it and its principals:
 - a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b) have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c) are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of 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 prospective primary participant is unable to certify to any of statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name of Authorized Representative

Title of Authorized Representative

Signature

Date