

## PUBLIC NOTICE

The Full Employment Council, Inc. (FEC) will receive Proposals for:

### **INFORMATIONAL TECHNOLOGY OUTSOURCING**

The Full Employment Council requests proposals from qualified firms to provide and Upgrade the Conference Room Audio for the Full Employment Council. Proposals can be downloaded at [www.kcvworks.org](http://www.kcvworks.org). Copies of the RFP may be obtained at Missouri Job Center, 1740 Paseo Blvd, Kansas City, MO 64108, from **Andrea Robins, Managing Director of Planning & Compliance**. Questions regarding the RFP can be emailed to [tblair@feckc.org](mailto:tblair@feckc.org) or [lgrimes@feckc.org](mailto:lgrimes@feckc.org). All proposals shall be emailed to [planningdepartment@feckc.org](mailto:planningdepartment@feckc.org) and must be received no later than 5:00 PM (Local Time) on Friday, April 18, 2025. Providers are directed to enter “**BID ENCLOSED- For INFORMATIONAL TECHNOLOGY OUTSOURCING Bid**” in the email's subject line. Any proposals received after the Deadline for Receipt of Proposals date shall not be considered. The proposing Provider bears the risk of delivery delays. The contents of any proposal shall not be disclosed as to be made available to competing entities during the negotiation process. Upon receipt of Provider proposals, each Provider shall be presumed to be thoroughly familiar with all specifications and requirements of this RFP. The failure or omission to examine any form, instrument, or document shall not relieve Providers of any obligation in respect to this RFP.

This request for proposal is not to be construed as a contract or commitment of any kind. The Full Employment Council reserves the right to reject any or all proposals, take any or all proposals under advisement, or accept any proposals deemed in its interest as meeting the standards of the best and lowest proposal.

It is the policy of the Full Employment Council not to discriminate in access to or employment in, its programs and activities for any unlawful reason, such as race, color, national origin, sex, age, religion, or disability, in Violation of the Civil Rights Act of 1991 and applicable regulations.

**EOE/M/F/V/ADA EMPLOYER**

**FULL EMPLOYMENT COUNCIL, INC. (FEC)**

**REQUEST FOR PROPOSALS  
FOR INFORMATIONAL TECHNOLOGY  
OUTSOURCING**

**BID DEADLINE:**

**5:00 p.m.**

**April 18, 2025**

**PROPOSALS SHOULD BE ADDRESSED TO:**

**ANDREA ROBINS  
MANAGING DIRECTOR OF PLANNING &  
COMPLIANCE  
FULL EMPLOYMENT COUNCIL  
1740 PASEO  
KANSAS CITY, MO 64108  
TELEPHONE: (816) 471-2330 EXT. 1255**

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## **REQUEST FOR PROPOSALS INFORMATIONAL TECHNOLOGY OUTSOURCING**

### **PROPOSAL DEADLINE**

Sealed proposals must be received no later than **April 18, 2025, by the Full Employment Council, Inc. at 1740 Paseo Boulevard, Kansas City, MO 64108.** Late proposals will not be considered.

### **PROPOSAL SPECIFICATIONS**

Proposals must be submitted according to bid specifications contained in Attachments.

### **CONTRACT PERIOD**

The Information Technology Outsourcing contract awarded to a successful bidder will be for a period of one year and may be renewed at the discretion of FEC in one-year increments at the end of the contract period.

### **OPTION TO RENEW**

The FEC reserves the right to extend or renew the contract for two years in one-year periods. Any decision made regarding renewing the contract for any extended period of time rests solely with the FEC. Prices may be negotiated for the subsequent year not to exceed an increase of three percent of the initial year's negotiated contract amount.

This request for proposal is not to be construed as a contract or commitment of any kind. The FEC reserves the right to accept, reject or negotiate the terms of any proposals submitted in response to this request.

## I. GENERAL INFORMATION

### A. **Purpose**

This "Request for Proposal" (RFP) is to solicit proposals for the provision of Informational Technology Outsourcing services for the FEC.

### B. **Description of Entity**

The FEC is a nonprofit organization, which serves two service delivery areas (Kansas City & Vicinity and Eastern Jackson County) in the state of Missouri.

The FEC is a private nonprofit corporation and is therefore exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code. The FEC is governed by a volunteer Board of Directors. Administrative offices and all records are located at 1740 Paseo, Suite D, Kansas City, MO 64108.

### C. **Instructions on Proposal Submission**

#### 1. **Closing Submission Date**

Sealed proposals (four (4) copies) must be received no later than 5:00 p.m. Central Time, **April 18, 2025**, by FEC at 1740 Paseo, Kansas City, MO 64108. Late proposals will not be considered.

#### 2. **Condition of Proposal**

All costs incurred in the preparation of proposals in response to this RFP will be the responsibility of the Offeror and will not be reimbursed by the FEC

#### 3. **Your proposal should be addressed as follows:**

**ANDREA ROBINS**  
**MANAGING DIRECTOR OF PLANNING & COMPLIANCE**  
Full Employment Council, Inc.  
1740 Paseo  
Kansas City, MO 64108

Offeror's proposal must be submitted in a sealed envelope clearly marked in the lower left-hand corner with the following information:

Request for Proposal  
5:00 p.m., **April 18, 2025**  
**SEALED PROPOSAL**  
**For Informational Technology Outsourcing Services**

### D. **Right to Reject**

The FEC reserves the right to reject any and all proposals received in response to the RFP. A contract for the accepted proposal will be based upon the factors described in the RFP.

**E. Compliance with Missouri Revised Statute § 285.530(1)**

The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A. If the contractor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state. The contractor agrees to fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.

Further, FEC has entered into a Memorandum of Understanding with a Federal Work Authorization Program, E-Verify, a copy of which is attached to this RFP. (Attachment D)

Bidder hereby certifies that it does not knowingly employ any unauthorized aliens to perform work within the state of Missouri, as prohibited by Missouri Revised Statute § 285.530(1).

Additionally, Bidder understands that if its bid is selected, Bidder's contract with FEC will affirmatively state that Bidder is not knowingly in violation of Missouri Revised Statute § 285.530(1) and shall not henceforth be in such violation, and Bidder will be required to sign a sworn affidavit under the penalty of perjury attesting to the fact that its employees are lawfully present in the United States.

Bidder further understands that FEC shall not be liable for any loss, liability, or claim arising out of Bidder's employment of an unauthorized alien.

**F. E-Verify Eligibility Verification System**

On June 6, 2008, President Bush issued Executive Order 13465, "Economy and Efficiency in Government Procurement through Compliance with Certain Immigration and Nationality Act provisions and the Use of an Electronic Employment Eligibility Verification System." The order mandates that all federal agencies that enter into contracts shall require, as a condition of each contract, that the contractor agrees to use an electronic employment eligibility verification system designated by the Department of Homeland Security (DHS) to verify all new employees and all persons assigned by the contractor to perform work within the United States on the federal contract. On June 9, 2008, DHS designated E-Verify as the system to be used in carrying out the order. For more information on E-Verify, go to [www.uscis.gov](http://www.uscis.gov).

**G. State of Missouri Vendors**

Efforts will be made by the FEC to utilize businesses that are licensed to do business in the State of Missouri.

**H. Nondiscrimination and Labor Standards**

As a condition to the award of financial assistance under WIOA from the Department of Labor, the Contractor assures, with respect to operation of the WIOA-funded program or activity and all agreements or arrangements to carry out the WIOA-funded program or activity, that it will comply fully with the nondiscrimination and equal opportunity provisions of the Workforce Innovation and Opportunity Act, the Nontraditional Employment for Women Act of 1991; title VI of the Civil Rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended, title IX of the Education Amendments of 1972, as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR part 34. The United States has the right to seek judicial enforcement of this assurance.

(a) The Contractor shall comply with:

- (1) 29 U.S.C. 1551 and 1557, which sections are incorporated herein by this reference as if fully rewritten, and covenants that no person with responsibilities in the operation of any program under WIOA shall discriminate with respect to any program participant, any applicant for participation in such program, or deny employment in the administration of such program because of race, color, religion, sex, national origin, age, disability or political affiliation or belief, and as appropriate, citizenship.
- (2) Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000 (d); Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000 (e); and Executive Orders 11246 and 11375, which are incorporated herein by this reference as if fully rewritten, and covenants that no person in the United States shall, on the grounds of race, color or national origin, be subjected to discrimination under any program or activity for which the Contractor herein receives federal financial assistance. The Contractor shall immediately take any measures necessary to effectuate this requirement.
- (3) The Fair Labor Standards Act of 1963, as amended, (29 U.S.C. 201-219), which is incorporated herein by this reference as if fully rewritten and covenants that the Contractor shall not practice wage differentiation in employment based on sex and to include the minimum and maximum hours provisions as they apply to hospital and educational institution employees of state and local governments. It shall comply with the Missouri Child Labor Law (294 RSMO 1978), which is incorporated herein by this reference as if fully rewritten.

- (4) The Age Discrimination in Employment Act of 1967 (29 U.S.C. 621), which is incorporated herein by this reference as if fully rewritten, and covenants that the Contractor shall not discriminate against employees or job applicants between the ages of forty and seventy years.
- (5) The Age Discrimination in Employment Act of 1975 (42 U.S.C. 6102), which is incorporated herein by this reference as if fully rewritten, and covenants that the Contractor shall not exclude from participation, in any program or activity, deny a benefit of, or subject to discrimination, any person in the United States on the basis of age.
- (6) The Rehabilitation Act of 1973 (29 U.S.C. 793-794) and the Vietnam Era Veterans Readjustment Act of 1974 (38 U.S.C. 2012-1014), which are incorporated herein by this reference as if fully rewritten, and covenants that it shall not discriminate in an employment situation against mentally or physically handicapped or disabled persons or veterans, if such individuals are capable of performing the work involved in the employment situation.
- (7) Title IX of the Education Amendments of 1972 (20 U.S.C. 1681-1683), which is incorporated herein by this reference as if fully rewritten, which provides that no person shall, on the basis of sex, be excluded from participation in, denied the benefits or, or otherwise be subjected to discrimination under any education or training program or activity receiving financial assistance from the Department of Labor.
- (8) 29 CFR 34.20, which is incorporated herein by this reference as if fully rewritten, and covenants that it shall not discriminate and it shall provide equal opportunity.
- (9) The Americans with Disabilities Act of 1990, Public Law 101-336 and the Non-traditional Employment for Women Act of 1991 and associated Code of Federal Regulations published in the Federal Register, as applicable to the entity directly or indirectly as recipients of contracted funds from the State of Missouri.
- (10) The contractor shall follow:
  - (a) Equal Employment Opportunity practices, and not engage in (i) discrimination against any individual on the grounds of race, color, religion, sex, national origin, age, disability, political affiliation or belief; (ii) subject any individual to discrimination on such grounds or (iii) denying employment to any individual on such grounds.
  - (b) The Contractor ensure that applicants are treated, and that employees are treated during employment, without regard to their race, color, sex, religion, national origin, or physical or mental disabilities. Qualified applicants and employees with disabilities will be provided with reasonable accommodations, unless accommodations would pose an undue hardship on the contractor. Employment actions shall include, but not be limited to, the



following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor also covenants to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Full Employment Council's EEO Officer setting forth the provisions of this non-discrimination clause.

- (c) The Contractor shall, in all solicitations or advertisements for employment places by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin or condition or physical or mental disability, provided, however, in the instance of a disabled person, that the person's disability does not prevent that person from doing the job that person would be hired to perform.
- (d) The Contractor covenants that this agreement is subject to the Missouri Discriminatory Employment Practices Act, codified as Sections 296.010 to 296.070 of the Revised Statutes of Missouri.
- (e) The Contractor covenants that this agreement is subject to the Missouri State Law providing equal pay for women as codified in Sections 290.400 to 290.450 of the Revised Statutes of Missouri.
- (f) The Full Employment Council shall have the authority to require the Contractor to take corrective and/or remedial action if the Contractor violates the nondiscrimination and equal opportunity provisions. If the Contractor fails to take the required action, the Full Employment Council shall have the authority to impose such sanctions as are necessary to end the discrimination in accordance with Section 164 of the Act. The Contractor shall further notify its subcontractor, if any, of the applicability of this paragraph to all the Contractor's subcontractors.

**I. Assignment**

The Offeror agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of the contract of any right, title, obligation or interest it may have therein.

**J. Non-responsive proposals**

Proposals will be judged non-responsive and removed from further consideration if any of the following occur:

- a) The proposal is not received on time in accordance with the terms of this RFP.
- b) The proposal does not follow the specified format.
- c) The proposal does not include the Certificate of Insurance and Assurances.
- d) The proposal is not adequate to form a judgment by the reviewer.

**K. Notification of Award**

It is expected that a decision selecting the successful bidder will be made within two (2) weeks of the closing date for the receipt of proposals. Proposals will be evaluated

by the Selection Committee and will be recommended to the appropriate authority for approval. Upon conclusion of final negotiations with the successful firm, all Offerors submitting proposals in response to this Request for Proposals will be informed, in writing, of the decision.

The Full Employment Council shall have the option to renew the contract for a total of three years, commencing on or about July 1, 2024 with the option to renew the contract each year for a one-year period.

The FEC reserves the right to vary the provisions set forth herein at any time prior to the execution of the contract. The FEC is under no legal requirement to grant a contract based on making this Request for Proposal. However, the FEC reserves the right to make an award without further discussion of the proposals submitted. Therefore, proposals should be submitted initially on the most favorable terms, from both technical and price standpoints, that the Offeror can propose.

**L. Cancellation Terms**

This contract shall remain in effect for the contract period or until terminated by either party by giving written notice of such cancellation. The Vendor must give FEC sixty (60) days written notice prior to cancellation, and must state therein, the reasons for such cancellation. The contract is subject to cancellation, at the option of FEC, for one or all of the following reasons:

- a) Unsatisfactory performance of Contract.
- b) Inability or failure of the Vendor to fulfill any requirements of the Contract.

In the event that FEC should exercise its option to cancel under the above criteria, FEC may cancel the contract with five (5) day's written notice but shall compensate Vendor for all work performed prior to such cancellation and allow sufficient time for the Vendor to remove any equipment or supplies owned by them.

**M. Subcontracting: Sub-contracting is not permitted.**

**N. Equal Opportunity Employment Policy**

This is to notify you that FEC is an Equal Employment Opportunity (EEO) employer. We are subject to Executive Order 11246, the Vietnam Era Veterans' Readjustment Assistance Act (VEVRAA) of 1974, as amended and Section 503 of the Rehabilitation Act of 1973, as amended.

**O. Methods of Payment for Services and Expenses of Contractor**

For payment due for basic Supplies & Services the Contractor:

- a) **Invoices** will be submitted to the FEC at the end of each monthly billing period. Invoice amounts will be based on the Contract's estimated percent completion.
- b) **Payment Terms** - Payments shall be paid to Contractor within 30 days contingent upon the following:

- Application of payment discounts, if considered to be in the best interest of the FEC; from date of receipt by the FEC of properly documented invoices for payment as determined by the budgetary and fiscal guidelines of the FEC; On the condition that the CONTRACTOR has accomplished the Supplies & Services to the satisfaction of the FEC.
- Any taxes, licenses, or other governmental fees and charges, are the responsibility of the Contractor.

**P. Termination**

The FEC may Suspend Work:

- a) The FEC may, at any time and without cause, suspend the work or any portion thereof for a period of not more than ninety days by notice in writing to CONTRACTOR which shall fix the date on which work shall be resumed, Contractor shall resume the work on the date so fixed.
- b) CONTRACTOR will be allowed an extension of the agreement time directly attributable to any suspension if he makes a claim per negotiated authorization by the FEC.
- c) This Agreement may be terminated by either party upon fifteen (15) days' prior written notice to the other party in the event of substantial failure by the other party to fulfill its obligation under this Agreement through no fault of the terminating party. This Agreement may be terminated by the FEC, for its convenience upon fifteen (15) days' prior written notice to the Contractor.

**II. THE PROPOSAL SHOULD INCLUDE THE FOLLOWING:**

- 1) Organizational capabilities
- 2) Statement of work (see specifications below)
- 3) Price quote / Cost Proposal Summary (see Attachments)
- 4) Past experience and two references
- 5) Certificate of Liability
- 6) Management and Supervision Plan
- 7) Quality Control Practices
- 8) Certificate of Insurance
- 9) Assurances
- 10) Indemnification
- 11) Legal identification & qualifications
- 12) References
- 13) E-Verification
- 14) Equal Opportunity Employment policy
- 15) Signed Conflict of Interest Affidavit
- 16) Signed Ethical Standards Affidavit
- 17) Most Recent Audit
- 18) Signed Debarment Form
- 19) Certification for MBE Contractor

In addition, the following issues need to be addressed:

### **Staffing and Supervision**

Please indicate the management and supervision plan/ structure used by your company.

Specifically identify the person(s) who will work directly with FEC. Submit a resume of the person(s) who will serve as the contractors' representative and provide direct on-site supervision of the contractor's employees. The resume should clearly identify the qualifications of the person(s) and his/her experience in managing comparable contracts. Also provide a description of the duties of the supervisor to include the minimum number of hours the supervisor will be on site supervising work.

Describe your company's training program. Provide details regarding the training of personnel to ensure the efficient completion of assigned tasks safe work methods. This program should clearly address employee training, product and equipment standardization, safety/compliance and management development. Also discuss on-site continued training program in janitorial methods and standards, equipment standardization, and safety compliance.

Describe your proposed staffing plan for FEC. This should include an organizational chart showing proposed staffing and supervision for FEC. Clearly identify the qualifications and criteria used to select employees and indicate the minimum requirements necessary to fill a vacancy. Also, describe how vacancies will be handled in the event one or more persons call in sick or terminate their employment. Finally, list your average employee turnover rates for full-time and part-time employees.

### **Quality Control**

Please indicate the quality control mechanisms to be employed by your company to ensure customer satisfaction, address complaints, and resolve problems as they occur.

### **Cost Proposal**

Please include cost proposals and pricing.

### **Scope of IT Outsource Management Services**

The Full Employment Council (FEC) is seeking to engage an experienced IT service provider to manage and support our IT infrastructure and systems. The goal of this outsourcing partnership is to ensure the effective, secure, and seamless operation of all IT-related functions within the organization. The selected provider will be responsible for a wide range of IT services, including, but not limited to, the following:

#### **1. IT Infrastructure Management:**

- Management of HP virtual servers, workstations, computers, printers, and other hardware systems.

- Ensuring optimal performance, availability, and security of all IT equipment.
- Regular updates and patch management for operating systems and software applications.
- Monitoring of network performance and ensuring secure connectivity across FEC offices.

**2. Help Desk and End-User Support:**

- Providing timely and effective technical support on site and remote to staff, classrooms, and resource rooms.
- Troubleshooting hardware and software issues for end-users (staff and students).
- Ensuring that service requests are logged, tracked, and resolved promptly.
- Offering training and guidance for end-users on system use and best practices.

**3. System and Data Security:**

- Implementing and maintaining firewalls, antivirus software, and other security measures to protect against data breaches and cyber threats.
- Regular backups of critical data, with a clear disaster recovery plan in place.
- Monitoring for vulnerabilities and promptly addressing any identified risks.

**4. Asset Management:**

- Maintaining an up-to-date inventory of all IT assets, including workstation models, operating systems, software versions, and warranty information.
- Coordinating with FEC on hardware lifecycle management, including procurement, setup, and disposal of outdated equipment.

**5. Vendor Management:**

- Acting as the liaison between FEC and third-party vendors for IT products and services.
- Coordinating and managing any required software or hardware upgrades and installations.
- Managing licensing agreements and ensuring compliance with software licensing laws.

**6. Network Administration:**

- Managing internal and external network connections, ensuring that all systems are properly connected and functional.
- Implementing necessary upgrades to the network infrastructure to maintain speed and security.
- Troubleshooting network connectivity issues and ensuring minimal downtime.

**7. Reporting and Documentation:**

- Providing regular reports on the health, performance, and security of all IT systems.
- Documenting IT processes, procedures, and configurations to ensure continuity and ease of management.
- Preparing and presenting recommendations for future IT investments, upgrades, or enhancements.

**8. Project Management and Strategic IT Planning:**

- Collaborating with FEC leadership to plan, design, and implement new IT projects.
- Assisting in the strategic direction of IT, with a focus on growth, innovation, and efficiency.
- Ensuring that IT systems and services align with FEC's mission and goals.

**Key Deliverables:**

- Regular service reports on system health and security.
- Documentation of hardware and software configurations, including warranties.
- A disaster recovery and business continuity plan.
- User training materials and support documentation.
- Timely resolution of helpdesk tickets within agreed service level targets.

**Performance Metrics:**

- Response and resolution time for helpdesk tickets.
- System uptime and availability.
- Security incident response time.
- Client satisfaction surveys and feedback.

**Current IT Infrastructure & Equipment**

The Full Employment Council (FEC) currently operates a robust IT infrastructure to support its diverse operational needs. Below is an overview of our existing IT environment, including hardware, software, and network components:

1. **Servers:**

- FEC utilizes HP virtual servers to manage and host applications, databases, and internal systems. These servers are centrally located and are essential for maintaining the organization's daily operations.
- Servers are regularly updated and monitored for performance and security.

2. **Workstations:**

- The organization utilizes HP desktop and laptop computers across various departments, including classrooms, resource rooms, and staff offices.
- These workstations are configured with the necessary software for day-to-day tasks, including Microsoft Office Suite, accounting software, and custom applications specific to FEC.
- All staff and classroom computers are segregated connected to the internal network, with proper access control and security measures in place.

3. **Printers and Peripherals:**

- HP printers are installed throughout the office, ensuring that all departments and staff have access to printing resources.
- Additional peripherals such as scanners, projectors, and external storage devices are also part of the IT infrastructure and are available upon request.

4. **Network Infrastructure:**

- FEC's network is built around secure wireless and wired connections to support staff and educational activities.
- The network infrastructure includes routers, firewalls, and switches designed to ensure reliable and secure connectivity across all office locations.
- A dedicated internet connection is in place to handle the high demands of daily operations, including video conferencing, file sharing, and cloud-based software.

5. **Software and Applications:**

- The FEC network supports a variety of software, including Microsoft office 365 productivity tools, accounting programs, and specialized software for program management and reporting.
- Operating systems used across the organization include Windows 10/11, and regular software updates are maintained to ensure compatibility and security.

6. **Data Storage and Backup:**

- FEC utilizes Datto both on-site and cloud-based solutions for data storage and backup.
- Critical data is regularly backed up to prevent data loss, with a disaster recovery plan in place to ensure business continuity in case of a system failure.

7. **Security Infrastructure:**

- Sopho Firewalls, Web root antivirus software, and other security measures are implemented to protect FEC's network and systems from cyber threats.
- User access control and encryption protocols are enforced across the network to safeguard sensitive information and ensure compliance with data protection regulations.

8. **Inventory and Asset Management:**

- A comprehensive inventory list detailing all IT assets, including workstation models, status, operating systems, and warranty information, is maintained and regularly updated.

Respondents are welcome to visit the FEC office to inspect and assess the current IT infrastructure and equipment firsthand to better prepare their proposals.



## **ATTACHMENTS**

## PROPOSAL COVER SHEET & AUTHORIZING RESOLUTION

Name of Applicant (dba): \_\_\_\_\_

\_\_\_\_\_

Address: \_\_\_\_\_

Contact Person & Title: \_\_\_\_\_

Telephone & Fax Number: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Date/State of Incorporation or established business: \_\_\_\_\_

### Attach the following documents:

- Attachment A - Certifications on Behalf of The Offeror
- Attachment B - Offerer's Assurance
- Attachment C - Signed and Dated Debarment Form
- Attachment D - Ethical Standards Affidavit (**MUST BE NOTARIZED**)
- Attachment E - Conflict of Interest Affidavit (**MUST BE NOTARIZED**)
- Attachment F - Business Entity
- Copy of Articles of Incorporation (If Applicable)
- Signed and Dated Assurances
- Budget/Cost Information
- List of References with Telephone Numbers
- Most Recent Audit
- Certificate of Liability Insurance
- E-Verify

<p style="text-align: center;"><b>ATTACHMENT A</b> <b>CERTIFICATIONS ON BEHALF OF THE OFFEROR</b></p>
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- A. The individual signing certifies that he/she is authorized to contract on behalf of the Offeror.
- B. The individual signing certifies that the Offeror is not involved in any agreement to pay money or other consideration for the execution of this agreement, other than to an employee of the Offeror.
- C. The individual signing certifies that the prices in this proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition.
- D. The individual signing certifies that the prices quoted in the proposal have not been knowingly disclosed by the Offeror, prior to an award, to any other Offeror or potential Offeror.
- E. The individual signing certifies that he/she has read and understands all of the information in this Request for Proposal.
- F. The individual signing certifies that the Offeror, and/or the business entity has not been debarred or suspended from doing work or conducting business with any federal, state or local government.
- G. The individual signing agrees to abide by the Offeror assurance.
- H. Provisions of Summer Youth Employment Opportunities.  
Part of the objective of the FEC is to provide employment opportunities for FEC referred youth during the summer. At least one (1) youth shall be employed as a summer intern and referred and certified through FEC between the ages of 16-24 years of age.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Offeror's Firm Name

\_\_\_\_\_  
Signature of Offeror's Representative

\_\_\_\_\_  
Printed Name and Title of Individual Signing

<p style="text-align: center;"><b>ATTACHMENT B</b> <b>OFFEROR'S ASSURANCES</b></p>
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If awarded, the applicant assures that:

- (1) It shall comply fully with non-discrimination equal opportunity provisions of the WIOA Act, including the Nontraditional Employment for Women Act of 1991; Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; Title IX of the Education Amendments of 1972, as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including, but not limited to, 29 CFR part 34. The United States has the right to seek judicial enforcement of this assurance.
- (2) It or its sub recipients shall not use funds provided through the RFP under WIOA to duplicate facilities or services available in the area (with or without reimbursement) from federal, state or local sources, unless it is demonstrated in the response to the RFP, and accepted by the FEC, that the WIOA-funded alternative services or facilities would be more effective or more likely to achieve performance goals.
- (3) To the best of its knowledge and belief, the cost data are accurate, complete and current as submitted in its proposal. (NOTE: The FEC, reserves the right to make price adjustment to contracts or modifications negotiated in reliance on such data to exclude any significant sum by which the price was increased because the Contractor had submitted data that were not accurate, complete or current as certified.)
- (4) It will meet all applicable Federal, State, and local compliance requirements. These include, but are not limited to:
  - Records accurately reflect actual performance.
  - Maintaining record confidentiality, as required.
  - Reporting financial, participant, and performance data, as required.
  - Complying with Federal and State non-discrimination provisions.
  - Meeting requirements of Section 504 of the Rehabilitation Act of 1973.
  - Meeting all applicable labor law, including Child Labor Law standards.

I am authorized by my Board of Directors, Trustees or other legally qualified officer, or as the owner of this agency or business to submit this proposal. I hereby assure that all of the above are true.

---

Signature of Person with Signatory Authority

Date

---

Name (Typed)

Title

<p style="text-align: center;"><b>ATTACHMENT C</b> <b>DEBARMENT FORM</b></p>
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Certification Regarding  
Debarment, Suspension, Ineligibility and Voluntary Exclusion  
Lower Tier Covered Transactions

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This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension 29 CFR Part 98, Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

(Before completing certification, read attached instructions which are an integral part of the certification)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach explanation to this proposal.

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Name and Title of Authorized Representative

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Signature

---

Date

## Instructions for Certification

1. By signing and submitting this proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of charged circumstances.
4. 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 rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds 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.
6. The prospective recipient of Federal assistance funds 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,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. 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 Partied Excluded from Procurement or Non-procurement Programs.
8. 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.
9. Except for transactions authorized under paragraph 5 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 pursue available remedies, including suspension and /or debarment.

**ATTACHMENT D**  
**ETHICAL STANDARDS AFFIDAVIT**

*(Must Be Notarized)*

State of: \_\_\_\_\_ County of: \_\_\_\_\_

Contractor, after being first duly sworn, affirms that by its employment policy, standards and practices it does not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, ages or sex and that it is not in violation of and will not violate any applicable laws concerning the employment of individuals with disabilities.

Contractor understands that it shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore.

Contractors also understands that it shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award or a subcontract or order.

Contractor also understands that it shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a metropolitan government contract upon the agreement or understanding for a contingent commission, percentage or brokerage fee, except for the retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

Contractor represents that it **has** not retained anyone in violation of the foregoing.

Contractor also understands that a breach of ethical standards could result in civil or criminal sanctions and/or debarment or suspension from being a seller, contractor or subcontractor under metropolitan government contracts.

And further, contractor sayeth not.

*Print name of bidder:* \_\_\_\_\_

*Signature* \_\_\_\_\_ *Date* \_\_\_\_\_

**ATTACHMENT E**  
**CONFLICT OF INTEREST AFFIDAVIT**

*(Must Be Notarized)*

The advertisement for bids (and proposals) shall do all of the following:

State that the bid shall be accompanied by a sworn and notarized statement disclosing my familial relationship that exists between the owner or any employee of the bidder and any member of the board, or board of directors, or chief executive officer that does not include this sworn and notarized disclosure statement.

CHECK ONE OF THE TWO BOXES BELOW.

\_\_\_\_\_ List and describe all exist Conflicts of Interest *(Attach an additional page if necessary.)*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ To the best of my knowledge, no conflict of interest exists.

Print name of bidder \_\_\_\_\_

Signature \_\_\_\_\_

Name of Company \_\_\_\_\_

City & State \_\_\_\_\_

\*\*\*\*\*

Notary - State of \_\_\_\_\_ County of \_\_\_\_\_

Sworn to and subscribed before me, a notary public in and for the above state and county,

on this \_\_\_\_\_ Day of \_\_\_\_\_, 20 \_\_\_\_\_

Notary Public \_\_\_\_\_

My Commission Expires \_\_\_\_\_



**ATTACHMENT F EXHIBIT II**  
**BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION,**  
**AND AFFIDAVIT OF WORK AUTHORIZATION**

**BUSINESS ENTITY CERTIFICATION:**

**The contracting agency must certify their current business status by completing either Box A or Box B or Box C on this Exhibit.**

- BOX A:** To be completed by a non-business entity as defined below.
- BOX B:** To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at [http://www.dhs.gov/files/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/files/programs/gc_1185221678150.shtm).
- BOX C:** To be completed by a business entity who has current work authorization documentation on file with a Missouri state agency including Division of Purchasing and Materials Management.

**Business entity**, as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term “**business entity**” shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term “**business entity**” shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term “**business entity**” shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

Note: Regarding governmental entities, business entity includes Missouri schools, Missouri universities (other than stated in Box C), out of state agencies, out of state schools, out of state universities, and political subdivisions. A business entity does not include Missouri state agencies and federal government entities.

**BOX A – CURRENTLY NOT A BUSINESS ENTITY**

I certify that \_\_\_\_\_ (Company/Individual Name) **DOES NOT CURRENTLY MEET** the definition of a business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above, because: (check the applicable business status that applies below)

- ☐ I am a self-employed individual with no employees; **OR**
- ☐ The company that I represent employs the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

I certify that I am not an alien unlawfully present in the United States and if \_\_\_\_\_ (Company/Individual Name) is awarded a contract for the services requested herein under \_\_\_\_\_ (Bid/SFS/Contract Number) and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then, prior to the performance of any services as a business entity, \_\_\_\_\_ (Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide the Division of Workforce Development with all documentation required in Box B of this exhibit.

\_\_\_\_\_  
Authorized Representative's Name (Please Print)

\_\_\_\_\_  
Authorized Representative's Signature

\_\_\_\_\_  
Company Name (if applicable)

\_\_\_\_\_  
Date

**EXHIBIT II, continued**

***(Complete the following if you DO NOT have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box B, do not complete Box C.)***

**BOX B – CURRENT BUSINESS ENTITY STATUS**

I certify that \_\_\_\_\_ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530.

\_\_\_\_\_  
Authorized Business Entity  
Representative's Name (Please Print)

\_\_\_\_\_  
Authorized Business Entity  
Representative's Signature

\_\_\_\_\_  
Business Entity Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
E-Mail Address

As a business entity, the bidder/contractor must perform/provide each of the following. The bidder/contractor should check each to verify completion/submission of all of the following:

- ☐ Enroll and participate in the E-Verify federal work authorization program (Website: [http://www.dhs.gov/files/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/files/programs/gc_1185221678150.shtm); Phone: 888-464-4218; Email: [e-verify@dhs.gov](mailto:e-verify@dhs.gov)) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
- ☐ Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the E-Verify Employment Eligibility Verification page listing the bidder's/contractor's name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the bidder's/contractor's name and the MOU signature page completed and signed, at minimum, by the bidder/contractor and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the bidder's/contractor's name and company ID, then no additional pages of the MOU must be submitted; AND
- ☐ Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Exhibit.

**EXHIBIT II, continued**

**AFFIDAVIT OF WORK AUTHORIZATION:**

The contracting agency who meets the section 285.525, RSMo, definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now \_\_\_\_\_ (Name of Business Entity Authorized Representative) as \_\_\_\_\_ (Position/Title) first being duly sworn on my oath, affirm \_\_\_\_\_ (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that \_\_\_\_\_ (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided under the contract(s) for the duration of the contract(s), if awarded.

*In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)*

Authorized Representative's Signature

Printed Name

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Title

---

Date

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E-Mail Address

E-Verify Company ID Number

Subscribed and sworn to before me this \_\_\_\_\_ of \_\_\_\_\_. I am  
(DAY) (MONTH, YEAR)  
commissioned as a notary public within the County of \_\_\_\_\_, State of  
(NAME OF COUNTY)  
\_\_\_\_\_, and my commission expires on \_\_\_\_\_.  
(NAME OF STATE) (DATE)

Signature of Notary

---

*Date*

**EXHIBIT II, continued**

**(Complete the following if you have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box C, do not complete Box B.)**

**BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS**

I certify that \_\_\_\_\_ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, and have enrolled and currently participates in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri. We have previously provided documentation to a Missouri state agency or public university that affirms enrollment and participation in the E-Verify federal work authorization program. The documentation that was previously provided included the following.

- ✓ The E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (MOU) listing the bidder's/contractor's name and the MOU signature page completed and signed by the bidder/contractor and the Department of Homeland Security – Verification Division
- ✓ A current, notarized Affidavit of Work Authorization (must be completed, signed, and notarized within the past twelve months).

Name of **Missouri State Agency or Public University\*** to Which Previous E-Verify Documentation Submitted: \_\_\_\_\_

(\*Public University includes the following five schools under chapter 34, RSMo: Harris-Stowe State University – St. Louis; Missouri Southern State University – Joplin; Missouri Western State University – St. Joseph; Northwest Missouri State University – Maryville; Southeast Missouri State University – Cape Girardeau.)

**Date** of Previous E-Verify Documentation Submission: \_\_\_\_\_

Previous **Bid/Contract Number** for Which Previous E-Verify Documentation Submitted: \_\_\_\_\_

(if known)

\_\_\_\_\_  
Authorized Business Entity Representative's  
Name (Please Print)

\_\_\_\_\_  
Authorized Business Entity  
Representative's Signature

\_\_\_\_\_  
E-Verify MOU Company ID Number

\_\_\_\_\_  
E-Mail Address

\_\_\_\_\_  
Business Entity Name

\_\_\_\_\_  
Date

**FOR STATE USE ONLY**

Documentation Verification Completed By:

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Date