

PUBLIC NOTICE

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

**THE DEVELOPMENT OF JOB CENTER CONNECT INITIATIVES AND
DEVELOPMENT OF AN AUTOMATED WIOA ELIGIBILITY SYSTEM**

Copies of the RFP may be obtained at: the Full Employment Council, 1740 Paseo Blvd., Kansas City, MO 64108 by downloading at www.feckc.org/board or by emailing planningdepartment@feckc.org the Full Employment Council, located at 1740 Paseo, Kansas City, Missouri 64108.

Proposals must be received and stamped at the Full Employment Council no later than **5:00 p.m., Monday, July 10, 2023**. The Full Employment Council reserves the right to reject any or all proposals, to take any or all proposals under advisement, or to accept any proposals as may be deemed in its interest as meeting the standards of best and lowest proposal. A pre-bid conference will be held at 1740 Paseo, in the conference room, on **Friday, June 23, 2023** at 2:00 pm.

EOE/M/F/V/ADA EMPLOYER

FULL EMPLOYMENT COUNCIL, INC (FEC)

**REQUEST FOR PROPOSALS
THE DEVELOPMENT OF JOB CENTER CONNECT
INITIATIVES AND DEVELOPMENT OF AN
AUTOMATED WIOA ELIGIBILITY SYSTEM
PRE-BID CONFERENCE**

2:00 p.m.

Friday, June 23, 2023

BID DEADLINE:

5:00p.m.

Monday July 10, 2023

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**

**REQUEST FOR PROPOSALS
THE DEVELOPMENT OF JOB CENTER CONNECT INITIATIVES AND
DEVELOPMENT OF AN AUTOMATED WIOA ELIGIBILITY SYSTEM**

PROPOSAL DEADLINE

Sealed proposals must be received no later than **Monday July 10, 2023** by the FEC 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 development of Job Center Connect initiatives and development of an automated WIOA eligibility system contract awarded to a successful bidder will be for a period of one year starting on or around August 1 ,2023 through June 30,2024.

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 Full Employment Council, Inc., reserves the right to accept, reject or negotiate the terms of any proposals submitted in response to this request.

I. GENERAL INFORMATION

A. Purpose

The purpose of this RFP is exclusively for the development of Job Center Connect initiatives and development of an automated WIOA eligibility system in support of participants who will be enrolled into Missouri's statewide case management system using standard rules and policies regarding Wagner-Peyser and WIOA [Adult, Dislocated Worker, Youth, National Dislocated Worker Grants, and other eligible populations].

B. Description of Entity

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

The Full Employment Council, Inc. 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 (three (3) copies) must be received no later than 5:00 p.m. central time, Monday July 10, 2023, 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 Full Employment Council, Inc.

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., July 9, 2023
SEALED PROPOSAL
For WIOA Eligibility System

D. Right to Reject

The Full Employment Council, Inc. 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. Small and/or Minority-Owned Businesses

Efforts will be made by the Full Employment Council, Inc. to contract with small and/or minority-owned businesses licensed to do business in the state of Missouri when considered feasible.

F. 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.

G. 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.

H. State of Missouri Vendors

Efforts will be made by the Full Employment Council, Inc. to utilize businesses that are licensed to do business in the State of Missouri.

I. 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.

J. 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.

K. 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.

L. 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 April 1, 2019 with the option to renew the contract each year for a one-year period.

The Full Employment Council, Inc. reserves the right to vary the provisions set forth herein at any time prior to the execution of the contract. The Full Employment Council, Inc. is under no legal requirement to grant a contract based on making this Request for Proposal. However, the Full Employment Council, Inc. 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.

M. 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.

N. Subcontracting: Sub-contracting is not permitted.

O. Equal Opportunity Employment Policy
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. These regulations require that we engage in Equal Opportunity Employment practices in the employment of females, minorities, veterans and qualified individuals with disabilities.

P. 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.

Q. 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 or WBE 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.

Late proposals will not be considered and will be returned unopened.

III. CERTIFICATIONS ON BEHALF OF THE OFFEROR:

- 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 Full Employment Council, Inc. 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

IV. OFFEROR'S ASSURANCES

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 Full Employment Council, Inc., 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 Full Employment Council, Inc., 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

ATTACHMENTS

ATTACHMENT 1

SCOPE OF WORK

Full Employment Council, Inc. (FEC) is accepting bids for the purpose of making an automated statewide Workforce Innovation and Opportunity Act (WIOA) participant eligibility system available to Missouri's public workforce system. This automated system shall support continued implementation of Job Center Connect and related strategic initiatives. The proposer must design, develop, and implement a technology-based job center customer eligibility and enrollment system for use by DHEWD and Missouri's local WIOA public workforce system. The newly developed technology will extend Job Center Connect beyond improving public workforce business processes to include implementation of an updated job center connect technology that will contribute to improving customer experiences and WIOA performance measure outcomes. The proposer shall develop related training curriculum, implement, and provide training to Training and Employment Administrators of Missouri Directors, their staff and sub-recipient staff, customer facing Job Center staff, Missouri DHEWD staff, and Local Workforce Development Boards as appropriate. The proposer will provide technical assistance and implementation maintenance support of the job center connect automated WIOA eligibility system during the first six (6) months after statewide implementation of the system. In addition, proposer must develop and implement a plan of action regarding utilization of innovative employment and training service delivery models by providing Job Center Connect training to public workforce system staff statewide. The proposer shall develop related strategic initiatives and provide training to Missouri's public workforce system regarding development and implementation of processes and policy recommendations that contribute to improving Job Center customer service experiences, greater utilization of employment and training services, and improved. WIOA performance measure outcomes.

PRICE

The Offeror's proposed price should be submitted separately and is not to exceed \$249,000. Include information indicating how the price was determined. For example, the Offeror should indicate the estimated number of hours by staff level, hourly rates, and total cost by staff level. Any out-of-pocket expenses should be indicated. The pricing information should be in a separate sealed envelope.

Criteria for Evaluation of Proposals

FEC reserves the right to evaluate a respondent based upon historic information and fact, no matter the source. All proposals received by the aforementioned deadline shall be screened by FEC staff for completeness. All proposals accepted for consideration will be evaluated using the following weighted scoring system.

<u>Category</u>	<u>Maximum points available</u>
Compliance with RFP	35 points
Experience and Reliability	35 points
Cost	30 points
Maximum Possible Points	100 points

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 following documents:

- 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
- Conflict of Interest
- Ethical Standards Affidavit (**MUST BE NOTARIZED**)
- Conflict of Interest Affidavit (**MUST BE NOTARIZED**)
- Signed and Dated Debarment Form

**ATTACHMENT B
DEBARMENT FORM**

Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions

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

(Before 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.

Name and Title of Authorized Representative

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 with 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 C
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 D
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 E 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.

<u>BOX A:</u>	To be completed by a non-business entity as defined below.
<u>BOX B:</u>	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 .
<u>BOX C:</u>	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; Phone: 888-464-4218; Email: 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

(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.)

OX 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

