

**REQUEST FOR PROPOSALS  
FOR**

**GENERAL OFFICE SUPPLIES**

**Full Employment Council, Inc. (FEC)**

**1740 Paseo  
Kansas City, MO 64108  
(816) 471-2330**

**PRE-BID CONFERENCE  
1:00 P.M.  
Thursday, May 6, 2021**

\*\*\*\*\*

**BID DEADLINE  
5:00 P.M.  
Thursday, May 27, 2021**

**PROPOSALS SHOULD BE ADDRESSED TO:**

**TIRHAS KIDANE  
VICE-PRESIDENT, CHIEF FINANCIAL OFFICER  
FULL EMPLOYMENT COUNCIL  
1740 PASEO  
KANSAS CITY, MO 64108  
TELEPHONE: (816) 471-2330 EXT. 1249**

**PUBLIC NOTICE**

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

**OFFICE SUPPLY SERVICES**

Copies of the RFP may be obtained at: the Full Employment Council, 1740 Paseo Blvd., Kansas City, MO 64108; by contacting Tirhas Kidane, Chief Financial Officer, at 816-471-2330, ext. 1249; or can be downloaded at [www.kcvworks.org](http://www.kcvworks.org). To be considered, one (1) original and three (3) copies (3 CD copies acceptable) of a proposal must be received and stamped by FEC no later than 5:00 p.m., Thursday, May 27, 2021 to the **Attention: Tirhas Kidane, Vice-President, Chief Financial Officer, Full Employment Council, Inc., 1740 Paseo Blvd., Kansas City, MO 64108.**

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 via Zoom Thursday, May 6, 2021 at 1:00 p.m. All interested parties are encouraged to attend.**

The Full Employment Council is an equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities.

## Request for Proposal – General Office Supplies

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## **REQUEST FOR PROPOSALS**

### **FOR GENERAL OFFICE SUPPLIES**

You are invited to submit a proposal to provide General Office Supplies and services related to the maintenance thereof to the Full Employment Council, Inc. (FEC). The FEC is a not-for-profit Corporation administering the Workforce Innovation and Opportunity Act (WIOA) in Kansas City & Vicinity and Eastern Jackson County.

#### **PROPOSAL DEADLINE**

The pre-bid conference will be held at 1740 Paseo location, Thursday, May 6, 2021 at 1:00 pm. All inquiries/questions should be brought to the pre-bid conference.

Sealed proposals ( 1 original, 3 copies) must be received no later than 5:00 p.m., local time, Monday, May 27, 2021 by FEC at 1740 Paseo, Kansas City, MO 64108. Late proposals will not be considered.

#### **PROPOSAL SPECIFICATIONS**

Proposals must be submitted according to bid specifications contained in Attachment A. Proposals shall indicate prices for standard office supplies maintained in the centralized office system per the list on page 13. This tentative list is attached as attachment B. Proposals shall indicate prices for catalog items that can be purchased during the contract period.

#### **CONTRACT EXTENSION**

The contract awarded to a successful bidder will be for a period of one year from October 1, 2021 through September 30, 2022.

#### **Option to Renew**

The FEC reserves the right to extend the contract 1 year. 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 5% after 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.

## GENERAL INFORMATION

### A) Purpose

This “Request for Proposal” is to solicit bids for General Office Supplies and services related to the Full Employment Council.

### B) 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.

### C) Small and/or Minority-Owned Businesses

Efforts will be made by the Full Employment Council, Inc. to utilize small businesses and minority-owned businesses.

### D) Compliance with Missouri Revised Statute § 285.530(1)

FEC 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 (for more information [www.uscis.gov](http://www.uscis.gov)), a copy of which is attached to this RFP. (Attachment H)

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.

### E) 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.

**F) 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.

**G) 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.

It is expected that the contract shall be for one year from October 1, 2021 through September 30, 2022 with the option for extension for an additional 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.

**H) Relationship of the Parties**

It is understood and agreed that Provider is a separate legal entity from FEC and neither it nor any of its employees, volunteers, or agents contracted by it shall be deemed for any purposes to be employees or agents of FEC. Provider assumes full responsibility for the actions of its personnel and volunteers while performing any services incident to the Contract, and shall remain solely responsible for their supervision, daily direction and control, payment of salary (including withholding of income taxes and social security), workers' compensation, disability benefits and like requirements and obligations.

Nothing in the Agreement shall be deemed or construed to create any third party beneficiaries or otherwise give any third party any claim or right of action against any party to this Agreement.

**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 Investment Act of 1998, 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.

- (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.
- (b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, sex, religion, national origin, or physical or mental disabilities; provided, however, in the instance of a person who is disabled that the person's disability does not prevent that person from doing the job that person would be hired to perform. Affirmative action 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 FEC's EEO Officer setting forth the provisions of this non-discrimination clause.
- (c) If fifty (50) or more persons are employed by the Contractor, the Contractor shall develop and implement a written Affirmative Action Plan to institute the assurances of paragraphs (a) and (b) above. The Plan shall include: (1) a utilization analysis (2) goals and timetables, and (3) action-oriented programs. The Contractor agrees to comply with any requirements for changes to Plan required by the America Job Center/Fiscal Agent in accordance with applicable law and WIOA Regulations.
- If fewer than fifty (50) persons are employed by the Contractor, the Contractor shall implement a written affirmative action policy that includes the assurances of paragraphs (a) and (b) above.
- (d) 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.



- (e) 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.
- (f) 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.
- (g) The FEC/Fiscal Agent 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 FEC/Fiscal Agent 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.

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

- 1) Organizational capabilities
- 2) Statement of work
- 3) Price quotes
- 4) List of References with Telephone Numbers
- 5) E-Verification
- 6) Assurances based on statement of work
- 7) Affirmative Action Plan
- 8) Diversity Profile (Employee Census)
- 9) Certificate of Liability
- 10) Signed Conflict of Interest Affidavit
- 11) Signed Ethical Standards Affidavit
- 12) Most Recent Audit
- 13) Signed Debarment Form

In addition, the following issues need to be addressed:

➤ **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.

**Failure to follow instructions may be cause to judge the proposal non-responsive. It is the responsibility of the Offeror to ensure that the Full Employment Council, Inc. receives the proposal by the date and time specified above. 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 agrees to abide by the Offeror assurance (Attachment B).
- 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 \_\_\_\_\_, 2021.

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

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

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

**Attachment A**  
**Bid Specifications**

**Subject:** Bid Specification for the Central Purchasing and Distribution of Office Supplies for the Full Employment Council, Inc.

Vendors must be able to demonstrate the ability to provide methods of tight inventory control, a controlled purchasing method, a charge-back system for each department each month, and provide a complete accounting department summary with audit trails.

Following are the specifications required to ensure control over the office supply usage of all FEC offices and/or departments.

The primary vendor will supply the following:

1. A preprinted, pre-coded requisition form designed specifically to include only those items as specified by the list which will be distributed during the pre-bid conference. A tentative list is included as Attachment B. Also, provide a pre-printed form to be used to order non-stock items.  
Vendors with on-line automated systems for requisition and approval of supply orders will be given preference. Proposals should describe the system that will be used.
2. Intensive and complete training of the FEC personnel regarding properly completed requisitions the handling of special order items, and other vendor products. Retraining will also be required in the event of personnel turnover.
3. An orientation meeting to be conducted by the vendor for the specific purpose of explaining the requisitioning procedure to key personnel from each of our offices or departments.
4. Reports produced monthly by compiling the information gathered from the properly completed requisitions:
  - a) Itemized analysis of office supply usage for all offices or departments showing all products, and special orders, used by each office or department each month giving the following information: item code numbers, items description, unit usage, frequency of order, total dollar amount for current month and year-to-date usage of dollars and units. Inclusive in this report must be the ability to charge back tax and/or handling charges and detail number of employees in the department.
  - b) Accounting Summary of office or department analysis showing department code or charge back number, office or department name, and special order dollar totals for current month and year-to-date dollar totals for all offices or departments. Inclusive in this report must be the ability to charge back tax and/or handling charges and detail number of people in the department.
- 8) Vendor will review reports with FEC staff once a month.
- 9) Provide office supply catalogs.
- 10) All shipments will be prepaid, no freight.

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- 11) Full Employment Council Inc. will be given a telephone call once a week to tell him/her the status of back orders.
- 12) One balanced invoice per month.
- 13) A system for departments to return product for credit and, in turn, be credited back through accounting against their charges for the month.

If your company wishes to submit a proposal, it should cover the following points:

1. How your company will meet the requirements outlined above.
2. The pricing policy to be followed by your company should indicate prices for:
  - a) Standard Office items listed in Attachment B
  - b) Discounts for special orders from catalog items.

**ATTACHMENT B  
SUPPLY LIST**

Description
<b>Binders, Indexes</b>
BINDER,3RG,LTR,1" BK
BINDER,3RG,LTR,1.5" BK
BINDER,3RG,LTR,2" BK
BINDER,3RG,LTR,3" BK
INDEX,ASST,10 TAB
INDEX,ASST,8 TAB
<b>Correction Supplies</b>
CORR FLUID,.6OZ WE
CORR FLUID,F/COPIES
CORR FLUID,MULTIPURP
<b>Fastening Supplies</b>
BINDER CLIP,LRG
BINDER CLIP,MED
BINDER CLIP,SMALL
PAPER CLIP,SMALL
PAPER CLIP,JUMBO
PUSH PINS,CLEAR
STAPLES,5M BX
TAPE,SCOTCH 3/4"
<b>Filing Supplies</b>
CARD,INDEX,3X5 PLAIN
FOLDER,HANGING,1/3
FOLDER,HANGING,1/5
FILE FOLDER,1/3CUT
FOLDER,HANG,2/5RC,2DIV,BE
FILE,STG,12X24X10.25 12/CT
<b>Pads &amp; Paper</b>
ADD ROLL,2.25" 3/PK
BOOK,WYWO 2PT NCR
PAD,WYWO PINK
PAD,LGL RUL,PERF 5X8 YW
PAD,LGL RUL,PERF 8.5X11 YW
NOTEBOOK,COLLEGE RLD
PAPER,COPY WHITE 10 PACK

Description
<b>Post-It Note Supplies</b>
POST-IT NOTE,1.5X2 YW
POST-IT NOTE,3X3 YW
POST-IT NOTE,3X5 YW
<b>Writing Supplies</b>
HIGHLIGHTER,MRKR,FBE
HIGHLIGHTER,MRKR,FGN
HIGHLIGHTER,MRKR,FPK
HIGHLIGHTER,MRKR,FYW
LEAD,F/MECH PCL .5MM
MRKR,PERM.CHSL,REG,BLU
MRKR,PERM.CHSL,REG,BLK
MRKR,PERM.CHSL,REG,RED
PENCIL,WOOD #2
PENCIL,MECH,.5MM BK
PEN,ERASERMATE MED BLU
PEN,ERASERMATE MED BLK
PEN,BALLPT,STK,MED BLU
PEN,BALLPT,STK,MED BLK
PEN,ROLLERBALL,MICRO,BLK
PEN,ROLLERBALL,MICRO,BLU
PEN,ROLLERBALL,FINE,BLK
PEN,ROLLERBALL,FINE,BLU
<b>Miscellaneous Supplies</b>
DISK,3.5",DSHD,FRMTD
ENVL,CLSP,28#,10X13,KFT
ENVL,CLSP,28#,9X12,KFT
<b>Other Descriptions</b>

**ATTACHMENT C  
-PROPOSAL COVER SHEET**

**GENERAL SUPPIES SERVICES**

<b>Name of Applicant (as in the Articles of Incorporation):</b>	
<b>Address:</b>	
<b>Contact Person &amp; Title:</b>	
<b>Telephone &amp; Fax Number:</b>	
<b>Contact Person &amp; Title:</b>	
<b>E-Mail Address:</b>	
<b>Date/State of Incorporation:</b>	

**CHECK LIST (Please submit the following documentations with RFP)**

- Copy of Articles of Incorporation
- Signed and Dated Assurances
- Signed and Dated Debarment Form
- Signed Authorizing Resolution
- Signed Conflict of Interest Affidavit
- Signed Ethical Standards Affidavit
- Price Quote
- List of References with Telephone Numbers
- Most Recent Audit
- Offeror's Assurances
- Certificate of Liability
- Affirmative Action Plan and
- Diversity Profile (Employee Census)
- E-Verification

**REMINDER: To be considered, one (1) original and four (4) copies (4 CD copies acceptable) of a proposal must be received and stamped by FEC no later than 5:00 p.m. Thursday, June 8, 2021 to the Attention: Tirhas Kidane, Vice-President, Chief Financial Officer, Full Employment Council, Inc., 1740 Paseo Blvd., Kansas City, MO 64108.**

**ATTACHMENT D  
AUTHORIZING RESOLUTION**

*(Must be completed by each General Office Supplies Provider)*

WHEREAS, the Full Employment Council, Inc., is authorized to make awards for General Supplies Services; and, NOW, THEREFORE, be it resolved by the \_\_\_\_\_

\_\_\_\_\_  
*Name of Corporation*

That the \_\_\_\_\_ is authorized to execute the award agreement(s) on

behalf of the \_\_\_\_\_ with the Full Employment Council,  
*Name of Corporation*

Inc., for provision of general office supplies services according to the requirements of this document and all applicable Local, State and Federal laws and regulations.

\_\_\_\_\_  
*Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.*

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

*Typed Name* \_\_\_\_\_

*Title* \_\_\_\_\_  
*President or Chairman*

**ATTACHMENT E  
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 F  
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 \_\_\_\_\_

**ATTCHMENT G  
OFFEROR'S ASSURANCES**

As a condition of receipt of funds, if awarded, the grant 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 Contractors 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.

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Signature of Person with Signatory Authority

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Date

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Name (Typed)

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Title

**ATTACHMENT H  
DEBARMENT FORM**

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 I  
E-VERIFICATION**