

REQUEST FOR PROPOSALS

LEGAL SERVICES

Full Employment Council, Inc. (FEC)

PRE-BID CONFERENCE

11:00 A.M.

FRIDAY, MAY 7, 2021

BID DEADLINE:

5:00 P.M.

FRIDAY, MAY 28, 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. 1258**

PUBLIC NOTICE

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

LEGAL 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. 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., Friday, May 28, 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, on Friday, May 7, 2021 at 11:00 a.m. All interested parties are encouraged to attend.**

Request for Proposal – LEGAL SERVICES

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**REQUEST FOR PROPOSALS
FOR LEGAL SERVICES**

To Whom It May Concern:

You are invited to submit a proposal to provide LEGAL SERVICES to the Full Employment Council, Inc. (FEC). The FEC is a not-for-profit Missouri Corporation administering the Workforce Investment and Opportunity Act in Kansas City & Vicinity and Eastern Jackson County.

PROPOSAL DEADLINE

The pre-bid conference will be held via Zoom on **Friday, May 7, 2021 at 11:00 a.m.** All inquiries/questions should be brought to the pre-bid conference.

Sealed proposals must be received no later than **5:00 p.m.**, local time, **Friday, May 28, 2021** by FEC at 1740 Paseo, Kansas City, MO 64108. Late proposals will not be considered.

PROPOSAL SPECIFICATIONS

Proposals shall indicate prices for legal services for Full Employment Center. The scope of work expected is detailed (Attachment A). A Successful Offeror Representative will perform quarterly reports of legal services rendered. All work is to be performed to the satisfaction of the FEC.

CONTRACT PERIOD

A contract will be awarded to the successful Offeror for a period of one year starting on or around October 1, 2021 through September 30, 2022.

The FEC reserves the right to extend the contract for (2) two years in (1) 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 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.

II. GENERAL INFORMATION

a. Purpose

This 'Request for Proposal' is to solicit bids for Legal Services by the Full Employment Council, Inc. (FEC).

b. Who May Respond

Only established Legal Licensed Service Providers may respond to this RFP. (*Established is defined as having been in business for at least two consecutive years with verifiable accounts.*)

c. Instructions on Proposal Submission

1. Closing Submission Date

Sealed proposals (1 original and 3 copies) must be received no later than 5:00 p.m., local time, May 28, 2021 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:

Tirhas Kidane
Chief Financial Officer
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., Friday, May 28, 2021
SEALED PROPOSAL
For Legal Services

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. Offerors are cautioned not to contact employees of the Full Employment Council, Inc. concerning this RFP during the competitive evaluation process. Failure to comply with this instruction is sufficient cause for disqualification.

e. Non-responsive Proposals

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

occur:

1. The proposal is not received on time in accordance with the terms of this RFP.
2. The proposal does not follow the specified format.
3. The proposal does not include the Certificate of Insurance and Assurances.
4. The proposal is not adequate to form a judgment by the reviewer.

f. Small and/or Minority-Owned Businesses

Efforts will be made by the Full Employment Council, Inc. to utilize certified small businesses, minority-owned businesses, women owned, and disadvantage businesses when the proposals are competitive in quality and price.

g. Compliance with Missouri Revised Statute § 285.530(1)

FEC shall only utilize licensed 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 Contractors 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 Contractors has knowingly employed individuals who are not eligible to work in the United States, FEC shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the Contractors from doing business with the state. The Contractors 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 I).

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

Additionally, contractors understands that if its bid is selected, Contractors' contract with FEC will affirmatively state that contractors is not knowingly in violation of Missouri Revised Statute § 285.530(1) and shall not henceforth be in such violation, and contractors 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.

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

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. Review Process

The Full Employment Council, Inc. may, at its discretion, request presentations by or meetings with any or

all Offerors, to clarify or negotiate modifications to the Offeror's 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.

- Criteria for evaluating the bids will be based on the best and lowest proposal.

j. Notification of Award

It is expected that a decision selecting the successful Offeror will be made within two (2) weeks of the closing date for the receipt of proposals. 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 (2) two additional years, pending yearly evaluation.

k. Options

At the discretion of the Full Employment Council, Inc. this contract can be extended for two additional one-year periods. The Full Employment Council, Inc. and the Offeror will agree upon the cost for the option periods. It is anticipated that the cost for the optional years will be based upon the same approximate costs of the contract for the initial year and shall not exceed 5% of the prior years negotiated amount.

- 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.

l. Assignment

The Offeror agrees not to subcontractor, assign, transfer, convey, sublet or otherwise dispose of the contract of any right, title, obligation or interest it may have therein. Any such action will result in cancellation of the contract unless approved in writing by the FEC Chief Executive Officer.

n. 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.

o. 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 Agency/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 America Job Agency/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 America Job Center/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) Proposal Cover Sheet
- 2) Organizational Capabilities
- 3) Past experience and References
- 4) Price Quote/Cost Proposal Summary
- 5) Certificate of Liability
- 6) Management and Supervision plan
- 7) Quality Control Practice
- 8) Certificate of Small Businesses, Minority-Owned Businesses, Women Owned, and Disadvantage Businesses (*if, applicable*)
- 9) Offeror's Assurances
- 10) Debarment Form
- 11) Cover Sheet
- 12) E-Verification
- 13) Affirmative Action Plan
- 14) Ethical Standards Affidavit
- 15) Conflict of Interest Affidavit
- 16) Diversity Profile (*Employee Census*)

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 Contractors' 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 on a weekly basis.

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 legal accounts. 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 lawyer(s) 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 a cost of proposal.

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 signing 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
SCOPE OF WORK**

Subject: General Bid Specifications for Legal Services to be provided for the Full Employment Council, Inc..

FEC expects from time-to-time to have a need for legal advice and assistance in a number of areas not limited to those specified below. The firm or firms selected would have demonstrable qualifications to handle legal work in one or more of the following practice areas (it is emphasized that the successful candidate(s) firms can but need not necessarily be qualified to handle all of these areas; candidates are encouraged to respond to subsets of these areas):

- Employment Labor Law
- Contract Law
- Not-for-Profit Organizations
- Business Law
- Education Law
- Business Litigation

Following is a list of the information to be provided by the Offeror for the legal services sought. A proposal that does not include the information required below may be deemed nonresponsive and subject to rejection.

In setting forth its qualifications, each law firm shall provide, in concise but adequate detail, the information sought below. Responses shall be limited to 10 single-sided pages for each practice area proposed (not including resumes) and shall be prepared on 8 ½ x 11-inch paper using at least 12 point type with standard margins.

A. Management and Qualifications

1. Describe the licensed legal services which your firm could provide to FEC.
2. State the names of the licensed partners and associates who would be assigned to FEC's account in each practice area, describe the expected services to be provided by each attorney, provide their resumes and describe their anticipated commitments to other clients during the next 12 months. Identify the licensed partner in charge of each practice area and, for this partner, provide two client references relating to engagements similar to the one described in this RFP. Identify the jurisdictions within which each licensed partner and associate is admitted to the practice of law.

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3. Describe your firm's experience related to the services to be provided in response to this RFP, including a brief summary of any notable cases, transactions, issues and/or matters handled by your firm which you feel demonstrate the nature and extent of your firm's expertise, with specific emphasis on legal expertise in regard to Employment Labor Law, Contract Law, Not-for-Profit Organizations Law, Business Law, Education Law, and Business Litigation. Include a list of jurisdictions (state and federal districts) worked in.
4. Identify the nature of any potential conflict of interest your firm might have in providing services to FEC. Discuss fully any conflicts of interest, actual or potential, which might arise in connection with your firm's involvement with FEC. If your firm believes that a conflict of interest might arise, please describe how such conflict would be resolved.

Each firm must certify in writing that its representation of FEC will not create any conflict of interest.

5. Identify any past, pending or threatened litigation or administrative or state ethics board or similar body proceedings to which you or any of your partners are a party and which would either materially impair your ability to perform the services enumerated herein and for which this RFP was issued or, if decided in an adverse manner, materially adversely affect the financial condition of your firm.

B. Cost

Proposals shall include the following:

1. State the rates at which the services of licensed partners, licensed associates, and non-attorney law clerks, paralegals, or other paraprofessionals would be provided to FEC for the next two years for each practice area proposed. Include:
 - a) For each licensed attorney whose resume is, your normal hourly rate and the hourly rate you propose to charge FEC.
 - b) For each applicable category of billable, non-attorney personnel including law clerk, paralegal, or other paraprofessional, your normal hourly rate and the hourly rate you propose to charge FEC.
 - c) A schedule of all out-of-pocket disbursements which you anticipate will result in a charge to FEC and the rate for each. *Note that expects that disbursements will be charged at the firm's actual out-of-pocket cost, without mark-up.*In responding to this item, provide the following, in Offeror's order of preference:
 - (i) a single hourly rate for all licensed partners and a separate single hourly rate for all licensed associates;
 - (ii) a blended hourly rate for all licensed partners and licensed associates; and

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(iii) the individual hourly rates for each licensed partner and each licensed associate. Note that clerical support costs are to be included in the law firm's hourly rates for attorneys and paraprofessionals.

2. In addition, each firm may propose any alternative fee structure deemed appropriate as a supplement to the fees requested above. Failure to provide the required fee structure outlined in (1) above, will be deemed non-responsive.
3. State any special considerations with respect to billing or payment of fees and expenses that your firm offers and that you believe would differentiate it from other Offerors and make your firm's services more cost effective for FEC.

**ATTACHMENT B
OFFEROR'S ASSURANCES**

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

Signature of Person with Signatory Authority

Date

Name (Typed)

Title

**ATTACHMENT C
PROPOSAL COVER SHEET**

LEGAL SERVICES

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

CHECK LIST (Please submit the following documentations attachments 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
- Budget/Cost Information
- List of References with Telephone Numbers
- Most Recent Audit
- Certificate of Small Businesses, Minority-Owned Businesses, Women Owned, and Disadvantage Businesses
(if, applicable)
- E-Verification
- Certificate of Liability
- Affirmative Action Plan and Diversity Profile (Employee Census)

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., Monday, August 27, 2018 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 Legal Service Provider)

WHEREAS, the Full Employment Council, Inc. is authorized to make awards for
Legal 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, Inc., for
Name of Corporation

provision of legal 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 _____

Contractors, 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.

Contractors 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 subcontractors under a contract to the prime Contractors or higher tier subcontractors or any person associated therewith, as an inducement for the award or a subcontract or order.

Contractors 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.

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

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

And further, Contractors sayeth not.

Print name of Contractors: _____

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 Contractors 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 Contractors _____

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 G
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 is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Non-procurement Programs.

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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 voluntary 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 H
E-VERIFICATION**