REQUEST FOR PROPOSALS

IT Outsourcing Services

Full Employment Council, Inc. (FEC),

Fiscal Agent for the

Kansas City and Vicinity and Eastern Jackson County Workforce Development Boards

PRE-BID CONFERENCE 2:00 PM
FRIDAY, January 3, 2020
****
PROPOSAL DEADLINE:
Before 5:00 P.M.
FRIDAY, JANUARY 24, 2020

PROPOSALS SHOULD BE ADDRESSED TO:

TIRHAS KIDANE VP/CHIEF FINANCIAL OFFICER

FULL EMPLOYMENT COUNCIL

1740 PASEO BOULEVARD, KANSAS CITY, MO 64108

TELEPHONE: (816) 471-2330 EXT. 1249

INTRODUCTION

Overview

The Full Employment Council, Inc., fiscal agent for the Kansas City and Vicinity and Eastern Jackson County Workforce Development Boards, is a not-for-profit Missouri Corporation administering the Workforce Investment and Opportunity Act (WIOA) in Kansas City & Vicinity and Eastern Jackson County.
The Full Employment Council (*here after referred as FEC*) is seeking a qualified firm to provide Managed IT Services for their IT operation.

The purpose of this IT outsources is to elevate FEC IT support and capabilities. This includes, but is not limited to, Network Manager, Server, Internet connectivity, security protocols, development processes, and IT governance or oversight.

Proposal Questions/Comments:

Any questions, comments or requests for clarification are due from offerors **by 2:00 p.m. January 10, 2020** and must be submitted in writing/email to Tirhas Kidane, CFO, at tkidane@feckc.org and will anticipate having answers by close of business January 14, 2020. If required, FEC's response to these submissions will be in the form of an Addendum posted on FEC website.

Proposal Closing and Submission:

Proposals must be submitted **before 5:00 p.m. on January 24, 2020**. Please reference **RFP #17-04** on the submittal cover. Proposals received after time specified shall not be considered for award. Proposals received via facsimile (fax) or electronic mail (e-mail) shall not be considered. Proposals not meeting specified delivery and method of submittal will not be opened nor considered as responsive.

Proposals submitted must be mailed to:

Tirhas Kidane
Chief Financial Officer
Full Employment Council
Procurement Department
Attn: Tirhas Kidane, CFO
1740 Paseo Boulevard
Kansas City, Missouri 64108

Submission of a proposal shall constitute a firm offer to the FEC for ninety (90) days from the date of closing. This proposal does not commit the FEC to award a contract, to pay any cost incurred in preparation of a proposal, or to procure or contract for services.

NO PROPOSAL REPLY FORM

PROPOSAL # 20-04

IT Outsourcing Services

To assist us in obtaining good competition on our Request for Proposal, we ask that each firm that has received an invitation, but does not wish to propose, state their reason(s) below and return in a clearly marked envelope. Your envelope should include "Proposal #20-04" on the outside of the envelope.

This information will not preclude receipt of future invitations unless you request removal from the Proposer's List by so indicating below.

Unfortunately, we must offer a "No Proposal" at this time because:

____ 1. We do not wish to participate in the proposal process.

____ 2. We do not wish to propose under the terms and conditions of the Request for Proposal document. Our objections are:

_____

_____

____ 3. We do not feel we can be competitive.

_____

_____

____ 4. We do not provide the services on which Proposals are requested.

____ 5. Other: _____

____ We wish to remain on the Proposer's list for these services.

____ We wish to be removed from the Proposer's list for these services.

_____ _____

FIRM NAME SIGNATURE

PROPOSAL CALENDAR

Public Notice Advertisement	December 14, 2019
RFP Issued	December 14, 2019
Pre-Bid Conference	January 3, 2020 at 2:00 p.m.
Deadline for Proposer Questions, Comments, & Requests for Clarification	January 10, 2020 by 2:00 p.m.
FEC Responds to Questions (posted on FEC website)	January 14, 2020
Proposal Closing	January 24, 2020 before 5:00 p.m.
Notice of Contract Award (Anticipated)	February 14, 2020

I. GENERAL INFORMATION

A) Purpose

This "Request for Proposal" is to solicit Contracts for Managed IT Services for the Full Employment Council, **fiscal agent for the Kansas City and Vicinity and Eastern Jackson County Workforce Development Boards,** and services related to the maintenance thereof.

B) Contract Period

The IT Outsourcing Services contract awarded to a successful bidder will be for a period of one year starting on or around March 1, 2020 through February 28, 2021 and may be renewed at the discretion of FEC in one-year increments at the end of the contract period.

C) Right to Reject

The Full Employment Council, Inc., **fiscal agent for the Kansas City and Vicinity and Eastern Jackson County Workforce Development Boards,** 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.

D) 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.

E) Compliance with Missouri Revised Statute § 285.530(1) Employee Eligibility Verification

1. The Proposer is required by sworn affidavit and provision of documentation, to affirm its enrollment and participation in a Federal work authorization program with respect to employees working in connection with the contracted services.

2. The Proposer shall also affirm that it does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under Federal law to work in the United States as defined in 8 U.S.C. §1324a(h)(3).

3. The Proposer is required to obtain the same affirmation from all subcontractors at all tiers

4. Additionally, Contractor understands that if its Contract is selected, Contractor's contracted with FEC will affirmatively state that Contractor is not knowingly in violation of Missouri Revised Statute § 285.530(1) and shall not henceforth be in such violation, and Contractor 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.

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

F) State of Missouri Vendors

The Full Employment Council, Inc., **fiscal agent for the Kansas City and Vicinity and Eastern Jackson County Workforce Development Boards** will only utilize businesses that are licensed to do business in the State of Missouri.

G) **Assignment**

The Bidder 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.

H) **Notification of Award**

It is expected that a decision selecting the successful proposal will be made within thirty (30) days 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 Bidders submitting proposals in response to this Request for Proposals will be informed, in writing, of the decision.

FEC reserves the right to vary the provisions set forth herein at any time prior to the execution of the contract. FEC is under no legal requirement to award 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 Bidder can propose.

I) **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.

J) **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 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.

(c)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.

(d) 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.

(e) The FEC 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 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) 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.

K) E-VERIFY

All FEC Contractors/Vendors/Training Institutions must complete E-Verify registration and submit documentation. The State of Missouri Revised Statutes, Sections 285.525 – 285.550 RSMo, require that all vendors, contractors, and subcontractors paid from state-funded organizations or programs must enroll in the Employment Eligibility Verification Program (E-Verify). As a vendor, contractor, or subcontractor of the Full Employment Council, you must complete the documents referenced below to comply with the Contract. To register go to: https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES.

L) Debarment

1. The Proposer must certify that is not included in the "U. S. General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs."

2. The Proposer agrees to refrain from awarding any subcontractor of any amount (at any tier) to a debarred or suspended subcontractor, and to obtain a similar certification from any subcontractor (at any tier) seeking a contract exceeding $25,000.

3. The Proposer agrees to provide FEC with a copy of each conditioned debarment or suspension certification provided by a prospective subcontractor at any tier, and to refrain from awarding a subcontract with any party that has submitted a conditioned debarment or suspension certification until FTA approval is obtained.

M) **Financial Condition of the Firm.**

Financial data will be held in confidence and will not become part of the procurement file or the awarded contract file. In this section the Proposer must submit information demonstrating that it is financially sound and has the necessary financial resources to perform the contract in a satisfactory manner. The Proposer is required to permit FEC to inspect and examine its financial statements. The Proposer shall submit the firm's most recent unaudited financial statements as well as two (2) years of its most recent audited annual financial statements. These statements consist of Statement of Financial Position (Balance Sheet), Results of Operations (Income Statement), Statement of Cash Flow, and Statement of Retained Earnings, and applicable footnotes. Supplementary financial information may be requested as necessary.

N) **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 services to the satisfaction of the FEC.
- Any taxes, licenses, or other governmental fees and charges, are the responsibility of the Contractor.

O) **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.

P) **Bonding & Insurance Requirements**

1. A surety document in the form of a cashier's check or bid bond, payable to the FEC in the amount of **One Thousand and 100 Dollars ($1,100.00)**, must accompany the submitted proposal and be fully and immediately negotiable for 90 calendar days following the date of bid opening. No negotiable instrument other than a cashier's check or bid bond will be

accepted. This surety document may be forfeited in the event the Offeror fails to comply with the terms and conditions of the RFP and his proposal.

2. The surety document submitted by unsuccessful Offerors will be returned at the time the Notice of Award is issued to the successful Offeror or at the end of the 90 day period upon written request by the Offeror.

3. The surety document may, at the sole discretion of the FEC, be returned prior to the 90 day period upon written request by Offeror.

4. The successful Offeror must submit a surety document guaranteeing performance in accordance with the specifications and proposal within 30 calendar days of issuance of the Notice to Proceed. This surety document must be in the form of a cashier's check or a performance bond, made payable to the FEC in the amount equal to the lesser of **Five Percent of the projected annual contract amount, or Five Thousand Dollars ($5,000.00)** indicated in Attachment A, and fully negotiable for 12 months from the Notice to Proceed. The initial surety document submitted with the Offeror's proposal will be returned immediately upon the FEC's receipt of the surety document guaranteeing performance. No negotiable instrument other than a cashier's check or performance bond will be acceptable.

5. The successful Offeror's surety document may be forfeited in part or in full if the successful Offeror fails to fully comply with all provisions of the specifications and award or if the contract scope of professional and timely services are not met.

Q) **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.

R) **Cost Proposal**

Please include cost proposals and pricing.

II. THE PROPOSAL SHOULD INCLUDE THE FOLLOWING:

1) Proposal Cover Sheet (Attachment C)
2) Letter of transmittal
3) Organizational capabilities
4) Statement of work
5) Past experience and three references
6) Certification on Behalf of the Offeror (Attachment A)
7) Certification of Insurance
8) Assurances based on statement of work (Attachment B)
9) Diversity Profile (Employee Census)
10) Authorizing Resolution (Attachment D)
11) Ethical Standards Affidavit (Attachment E)
12) Conflict of Interest Affidavit (Attachment F)
13) Debarment Form (Attachment G)
14) E Verification (Attachment H)
15) Price quote

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, **fiscal agent for the Kansas City and Vicinity and Eastern Jackson County Workforce Development Boards**. Submit resume(s) of the person(s) who will serve as the contractors' representative and provide direct on-site supervision of the contractor's employees.

SECTION 2 - SCOPE OF WORK

A. PURPOSE

1. This document constitutes a request for competitive, sealed proposals from prospective proposers for IT Outsourcing Services for the Full Employment Council (FEC), fiscal agent, in accordance with the requirements and provisions stated herein. Proposers shall include all labor, material, tools, equipment, incidentals, licensing, maintenance and support in accordance with the Scope of Work.

    a. The Full Employment Council (FEC) is seeking an Outsourcing contract to support all aspects for FEC infrastructure and end-users.

        i. Provide full Managed IT service with onsite support capabilities

        ii. Understand FEC's information architecture and technological direction to be able to support a plan appropriate for the present and future technology of the FEC.

        iii. The scope of the support shall include but not limited to the following areas:
            1. I.T. Systems
            2. I.T. Infrastructure and Security
            3. Regional Integration
            4. End-User Support
            5. I.T. Structure

B. BACKGROUND/HISTORY

1. FEC has utilized an internal IT staff and is reviewing the option of outsourcing High End Network Management; Server management, Security, email Services switch, Backup.

2. FEC maintains a wide area network with a fiber backbone connecting the nine buildings in the Kansas City area.

3. The FEC maintains approximately 20 servers and supports a combination of 350-400 desktops and laptops.

4. FEC maintains a staff of one (1) full time Systems Administrator and one (1) full time Desktop Specialist in addition to utilizing outside consulting services as needed for project work, advanced

technical support, and specialized application support. Now FEC Plans to utilize an internal IT Desktop Coordinator and outsource the higher end IT management Services.

5. FEC has three Full Service Career Centers with 6 satellite offices. The address for these offices is as follows :

   i. Office locations
      1. 1740 Paseo, Kansas City, Missouri – 70-75 Staff, 100-150 computers
      2. 1708/1780 E 18th Street 2 staff and 15 computers
      3. 1722 Woodland Ave, Kansas City, Missouri 64108 – 6 staff, 20-25 computers
      4. 15301 East 23rd Street, Independence, Missouri – 15 Staff, 20 computers
      5. 1524 E. 23rd St Street, Independence, Missouri – 2staff, 15 computers
      6. 3100 NE 83rd St., Kansas City, Missouri – 15 Staff , 20 computers
      7. 11724 NW Plaza Circle, Suite 500, Kansas City, Missouri 64153 – 1 staff, 15-20 computers
      8. 103 E. North Main Street, Richmond, MO 64085 – 1 staff, 15-20 computers
      9. 6025 Prospect, Kansas City, Missouri – 10 staff, 15-20 computers

C. TERM

1. The term of this agreement shall be for a period of one (1) year with an option to extend for up to two (2) more years from the contract award. Work in process prior to expiration of the Agreement shall be completed and as construed by FEC to be within the "contract term".

D. GENERAL REQUIREMENTS

1. FEC desires to have all candidates to work and operate within the Kansas City Metropolitan Area.

2. The FEC shall have at a minimum of ten (10) business days to review the completed deliverable document prior to the acceptance of it. At the FEC's sole discretion, the acceptance review period may be shortened. The contractor must not require or assume automatic acceptance of a deliverable item after a certain period of time. The contract must receive a written response from FEC indicating specific acceptance of the deliverable in order for that deliverable to be considered accepted and thereby authorizing payment for said deliverable. The FEC shall not unreasonably withhold acceptance.

E. DELIVERABLE REQUIREMENTS

1. I.T. Systems

The Consultant(s) shall be expected to conduct on-site and remote support capabilities that is 24x7x365 operations. All consultants must have expert, Subject Matter Experts, within the technologies and applications supported by FEC. All consultants must be able to perform all support tasks, pro-active and re-active, scheduled or un-scheduled without additional penalties or payments outside of the agreed upon contract.

2. I.T. Infrastructure and Security

The consultant(s) shall be expected to support the network infrastructure and security, including network firewall, user access security, and disaster recovery, and make recommendations necessary to maintain and support the critical I.T. systems.

3. **Regional Integration**
   The consultant(s) shall be expected to support the I.T. systems of FEC's regional locations in order to maintain proper availability and communications with other locations.

4. **End-User Support**
   The consultant(s) shall be expected to support all devices owned and operated by FEC without regards to staff, public or mobile.

5. **I.T. Structure**
   The consultant(s) shall support all current technologies, hardware or software. Additionally, the consultant will build a technology plan where the FEC is able to continue providing services to the area residents at an affordable cost.

F. Value Added Service Requirements

As part of this RFP, the following services are the current priority items for FEC:

- ***Technology strategy planning*** – Working with FEC's Desktop Technician IT staff to develop a long term strategic technology plan. The plan will take advantage of new and existing technologies to produce a pragmatic and effective future roadmap that enables the organization to fulfill its overall mandate in the community.
- ***Managed Server :*** Server Management, Service availability monitoring, Microsoft Patch Management, Event Log monitoring, Drive Space Monitoring, Printer Setting Management, Security Administration, Virus Definition and prevention, Spyware and adware Removal , VPN Client Management
- Phone System: Maintain and administer Avaya VOIP phone system. Support the Audio Visual System (Polycom, Projectors)
- ***Solution design*** – Solution packages (e.g., hardware, software, licensing, Network Infrastructure..) and associated consolidation of data. Maintain and update Network topology diagram.
- ***Network and email system monitoring*** – 24/7 monitoring of FEC's network, fire wall, backup and Exchange Server with proactive communication and escalation protocols based on the severity of any unscheduled outages.
- ***Move, Add, Change (MAC)*** – Changes to the location or configuration of existing Network equipment, server, or software, and installation of additional equipment or software.
- ***Warranty, break fixes and installation*** – Planned and on-call services, including emergency response to server issues.
- ***Technical support*** – Ability to support FEC inquiries as required, via help desk, including support for remote users.
- ***Reporting and communication*** – Ensuring monthly reporting on all current activities and issues, and project status reports and purchases, assets,.
- ***IT policy review and development*** – Development of customized policies related to the use of technology.
- ***Unit evaluation and testing*** – Formal evaluation of new hardware and providing recommendation
- ***Implementation planning and guidance*** – Assistance in deployment planning and execution.
- ***Image development and management services*** – Assistance in planning and designing standard images for computers Deployment
- ***Configuration*** – Full assembly of Network hardware and software, including testing
- ***PC deployment*** – Assistance with New office configuration.
- ***On-site implementation of business applications*** – Installation of non-image software on Servers.

- ***Life cycle management of hardware units*** – Process for end-of-life notification, replacement, and asset decommissioning/disposal of Network equipment.
- ***Software licensing control*** – Oversight of automatic renewal of software applications and maintenance of appropriate documentation and ensuring compliance.
- ***Remote backup*** – FEC has off site backup system with Barracuda; Ensuring proper back up of all servers daily and resolving any issue, including a regularly-tested recovery process.

SECTION 3 - PROPOSAL INSTRUCTIONS

1. GENERAL INFORMATION

A. The terms "solicitation" and "Request for Proposals (RFP)" are used interchangeably, and the terms "offer" and "proposal" are used interchangeably. The terms "Proposer," "Contractor" and "Offeror" are also used interchangeably.

B. Interested firms may submit proposals until proposal closing at **5:00 p.m. on January 24, 2020.** Proposals received after the time specified may not be considered for award. Proposals received via facsimile (fax) or electronic mail (e-mail) will not be considered. **Proposals must be delivered or mailed to FEC's Procurement Department at 1740 Paseo Blvd, Kansas City, MO 64108.**

C. Submitting a proposal constitutes a firm offer to FEC for ninety (90) days from the closing date.

D. FEC is not responsible for any cost or expense that may be incurred by the Proposer before the execution of a contract, including costs associated with preparing a proposal or interviews.

E. The Full Employment Council is exempt from federal excise, federal transportation and state sales tax and such taxes shall not be included in bid prices/price quotations or proposals. Nevertheless, the Offeror is not exempt from these taxes when purchasing materials directly from its supplier.

2. RESERVATIONS

A. FEC reserves the right to waive informalities or irregularities in proposals, to accept or reject any or all proposals, to cancel this RFP in part or in its entirety, and to re-advertise for proposals if it is in the best interest of the . FEC shall be the sole judge of what is in its best interest with respect to this RFP.

B. FEC also reserves the right to award a contract solely on the basis of the initial proposal without interviews, discussions, or negotiations. Therefore, offers should be submitted to FEC on the most favorable terms possible, from a cost or price and technical standpoint.

3. PROPOSER'S RESPONSIBILITIES

A. By submitting a proposal, the Proposer represents that:

1. The Proposer has read and understands the RFP and the proposal is made in accordance with the RFP requirements and instructions; and agrees to furnish and deliver the items or perform services as described herein for the consideration stated in accordance with the terms and conditions listed in the FEC RFP. The rights and obligations of the parties to any resultant purchase order/contract shall be subject to and governed by this document and any documents attached or incorporated herein by reference.

2. The Proposer possesses the capabilities, resources, and personnel necessary to provide efficient and successful service to FEC; and

3. It is authorized to transact business in the State of Missouri.

B. Before submitting a proposal the Proposer should make all investigations and examinations necessary to ascertain site or other conditions and requirements affecting the full performance of the contract.

4. AUTHORIZATION TO PROPOSE

If an individual doing business under a fictitious name makes the proposal, the proposal should so state. If the proposal is made by a partnership, the full names and addresses of all members of the partnership must be given and one principal member should sign the proposal. If a corporation makes the proposal, an authorized officer should sign the proposal in the corporate name. If the proposal is made by a joint venture, the full names and addresses of all members of the joint venture should be given and one authorized member should sign the proposal.

5. WITHDRAWAL & INCOMPLETE PROPOSALS

A. Proposals may be withdrawn upon written request received by FEC before proposal closing. Withdrawal of a proposal does not prejudice the right of the Proposer to submit a new proposal, provided the new proposal is received before the closing date.

B. Incomplete proposals may render the proposal non-responsive.

6. MODIFICATION OF PROPOSALS

Any proposal modifications or revisions received after the time specified for proposal closing may not be considered.

7. UNBALANCED PROPOSALS

FEC may determine that an offer is unacceptable if the prices proposed are materially unbalanced. An offer is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work.

8. DISCLOSURE OF PROPRIETARY INFORMATION

A. A proposer may restrict the disclosure of scientific and technological innovations in which it has a proprietary interest, or other information that is protected from public disclosure by law, which is contained in the proposal by:

(1) marking each page of each such document prominently in at least 16 point font with the words "Proprietary Information;"

(2) printing each page of each such document on a different color paper than the paper on which the remainder of the proposal is printed; and

(3) segregating each page of each such document in a sealed envelope, which shall prominently display, on the outside, the words "Proprietary Information" in at least 16 point font, along with the name and address of the Proposer.

B. After either a contract is executed pursuant to this RFP, or all proposals are rejected, the proposals will be considered public records open for inspection. If access to documents marked "Proprietary Information," as provided above, is requested under the Missouri Open Records Law, Section 610 of the Revised Statutes of Missouri, the FEC will notify the Proposer of the request and the Proposer shall have the burden to establish that such documents are exempt from disclosure under the law. Notwithstanding the foregoing, in response to a formal request for information, the FEC reserves the right to release any documents if the FEC determines that such information is a public record pursuant to the Missouri Sunshine Law.

SECTION 4 - PROPOSAL SUBMISSION, EVALUATION AND AWARD

1. PROPOSAL FORMAT

The applicant shall submit four (4) copies of the proposal. Proposals shall be submitted as follows.

A. The proposal package consists of two (2) volumes. These shall be sealed and clearly labeled.

B. All copies of volumes 1, and 2 shall be separately collated, and all copies and originals shall have the **RFP 17-04** and name "**IT Outsourcing Services**", the Offeror's identity, volume number and volume title printed on the cover page.

C. Volumes shall be submitted in the following order:

1. Volume I – Cost/Price Proposal
   a. Hard Copies: One (1) original and four (4) copies
   b. Electronic Copy: One (1) electronic copy of the Cost Proposal on either CD or flash drive.

2. Volume II – Technical Proposal
   a. Hard Copies: One (1) original and four (4) copies
   b. Electronic Copy: One (1) electronic copy of the Technical Proposal on either CD or flash drive.

NOTE: DO NOT include any pricing from the Official Proposal Price Sheet on the technical proposal copies, including the CDs or Flash Drives. Pricing from the Official Proposal Price Sheet must be separately sealed from the technical proposal response and clearly marked as pricing information.

D. The proposal documents should be page numbered. The bidder should ensure all copies and all electronic media are identical to the bidder's hardcopy original bid. In case of a discrepancy, the hardcopy shall govern.

2. VOLUME I - COST/PRICE PROPOSAL

A. Describe the pricing model(s) that you propose. You could provide options for Fixed price contract or hourly rate for services.

B. FEC will evaluate cost/price proposals for reasonableness, completeness, and realism as appropriate.

C. Proposers are asked to submit detailed budgets by task and in summary format. The task budget for each task should present a breakdown of number of hours and fully loaded hourly rates by firm, position and name.

D. The costs/prices included in the cost/price proposal should include all items of labor materials, and other costs necessary to perform the contract. Any items omitted from this RFP which are clearly necessary for the completion of the work being proposed should be considered part of the work though not directly specified or called for in this RFP.

E. The Full Employment Council is exempt from federal tax and state sales tax and such taxes shall not be included in bid prices/price quotations or proposals. Nevertheless, the Offeror is not exempt from these taxes when purchasing materials directly from its supplier.

3. VOLUME II - TECHNICAL PROPOSAL

A. Each technical proposal should enable the evaluation committee to make a thorough evaluation and arrive at a sound determination as to whether or not the proposal will meet FEC's requirements. Each technical proposal must be so specific, detailed and complete as to clearly and fully demonstrate that the Proposer has a thorough knowledge and understanding of the requirements and has valid and practical solutions for technical problems. Statements which paraphrase the requirements or state that "standard procedures will be employed" are inadequate to demonstrate how the Proposer will comply with the requirements of this procurement.

1) Technical Proposal

The technical proposal should use one side of a single, 8-1/2 x 11" page, with 12 point minimum font size for the substantive text.

To achieve a uniform review process and obtain the maximum degree of compatibility, technical proposals must be organized as follows:

a. Proposal Cover Sheet (Attachment C)
b. Letter of transmittal
c. Organizational capabilities
d. Statement of work
e. Past experience and three references
f. Certification on behalf of the Offeror (Attachment A)
g. Certification of Insurance
h. Assurances based on statement of work (Attachment B)
i. Diversity Profile (Employee Census)
j. Authorizing Resolution (Attachment D)
k. Ethical Standards Affidavit (Attachment E)
l. Conflict of Interest Affidavit (Attachment F)
m. Debarment Form (Attachment G)
n. E Verification (Attachment H)

1. Proposal Cover Sheet

    i. Show the RFP number and title, the name of the firm, address, telephone number(s), name and title of contact person, telephone number(s), email address, facsimile number and date.

2. Letter of Transmittal

The letter should be addressed to Chief Financial Officer, Tirhas Kidane and signed by a corporate officer with FEC to bind the firm. The letter must contain the following:

1. Identification of proposing firm(s), including name, address, telephone number(s)
2. Proposed working relationship among proposing firms (e.g., prime, subcontractor), if applicable.
3. Name, title, address, telephone number and email address of the contact person for the project.
4. Briefly state the Firm understands the services to be performed and make a positive commitment to provide the services as specified.

3. **Organizational Capabilities**

I. Give a brief overview of your organization's involvement in providing IT value added services in the marketplace.

II. How long has the organization been in this business ?

III. Provide your organization's annual sales volumes

IV. In what cities do you maintain offices?

V. Indicate the number of employees in your organization. How many of those are dedicated to account management and/or technical support?

VI. What differentiates your organization from your competitors in the marketplace and how will this be relevant to us?

VII. Will you subcontract any components of the proposed solution to third party organizations? If so, please describe the components to be subcontracted and provide details of any agreement in place with the subcontracted firm/individuals as well as a summary of past work that you have successfully completed together.

VIII. Please describe your organization's experience in virtual server,transitioning clients to public or private cloud technology from more traditional IT service models.

IX. Please provide details of three current customer accounts that are similar in scope and requirements to those of Full Employment Council.

4. Program Management

A. Present the management approach to be followed and the management techniques required for implementation and control of the work.

1) The project plan schedule should include the following information:
   - A description of all of the major project tasks that shall be completed by the contractor.
   - Identification of the specific tasks within each department that must be completed by the FEC.

- Detailed completion dates for each major task of the project work, and the number of days necessary to complete each major task.
- Mutually agreed upon turnaround times for the FEC project staff to review, approve, and formally accept or reject the suggested recommendations of the work performed.

B. Identify any responsibilities of FEC staff and assumptions in the consultation of the IT Outsourcing Services. Include required amenities, workspace, etc. to be provided by FEC.

5. Method of Performance

A. Provide the methodology and strategy describing how the Offeror will fulfill the requirements Specified in "Scope of Work" and provide sample documentation.

B. Describe in detail the methodologies for support and delivery of IT. The Offeror shall describe their methodologies for deliverables (i.e., How does the Offeror support and react to emergency situations? Such as the process used, reporting and trending of IT performance, delivery of services and tracking.

1. The offer shall also include in their methodology a description of the types, levels and numbers of FEC staff that will be targeted for the IT support efforts

6. Proposed Approach and Solution

a. Please provide a proposed work plan for a migration to your organization as a FEC preferred vendor. Specifically, provide the following information:
   i. Key activities
   ii. Timing
   iii. Information/resource requirements from FEC
   iv. Deliverables
   v. Key milestones, checkpoints, and other decision points
b. If we elect to move forward with your organization, what FEC resources would you require (e.g., information, data, staff resources, communication) during the course of migration and on an ongoing basis?
c. Please identify the team that will be assigned to the account and describe how you plan to interact with us and any third party providers that may provide services to FEC.
d. Please describe your experience in providing the following value-added services Listed above
e. Please describe your experience in providing server technology and service for your customers, focusing on planning, implementation, and ongoing support.
f. Can you provide specific examples of how you have worked with customers that began with significant technology limitations and helped to successfully transform them into organizations with well planned and executed technology strategies? What were the critical success factors in this transformation?

6. Key Personnel Experience and Qualifications

A. Provide a brief synopsis of the firm, including when and where incorporated, major business activities, and a listing of officers of the company. State whether the firm is local, regional, or national and how long the firm has been in existence under current ownership/management.

B. This section should demonstrate the Proposer's experience, skills and qualifications of a Consultant and other key personnel in the provision of an IT Outsourcing Agreement and in meeting client goals, objectives and schedules. Describe any direct experience as a Consultant in an Employment office environment. Detail any plans or services the Proposer will provide that are not specifically required in this RFP.

C. Provide resumes for the proposed Consultant and other key personnel and discuss the unique qualifications these individuals bring to the project.

D. The offeror shall demonstrate past performance related to the scope of work. The Offeror shall provide three (3) contract references both for itself and for any major subcontractor to enable FEC to assess the quality of the offeror's major subcontractors past performance. The referenced contracts shall be similar in scope, magnitude and complexity to that outlined in this RFP. The following information shall be included for each contract:

E. Name and address of contracting state or local governments agency or commercial customer;

F. Contract Dates of Performance;

G. Contract value;

1. Brief description of services required under the contract, including performance location(s) and performance period;

2. Name, telephone number, and e-mail address of individual able to provide information about offeror's past performance.

7. Support

a. Describe fully your technical support options including the assistance request process, escalation process, support hours, response times, staffing levels, staff expertise, and physical location of the help desk.
b. Please provide details on your standard reporting capabilities.
c. Describe any documentation and support (e.g., user manuals, online help, interactive demos, web-based seminars, and online knowledge base) that will be available, both from the technical perspective and the end user perspective.
d. What options are available for user training and technical training that may be required by our staff?
e. Describe any user groups, websites, newsletters, conferences, or any other means you support for sharing information and soliciting service feedback.

f. How do you monitor customer satisfaction and quality assurance on an ongoing basis and how might we benefit from this process?
g. The FEC user base varies considerably in its level of technical sophistication. Please describe your experience in successfully supporting users that may be remote and possess limited technical skills.

8. Exceptions, Omissions and Form of Contract

a. Exceptions. The proposal should clearly identify any exceptions to the requirements set forth in this RFP.
b. Omissions. The contractor will be responsible for providing all services, equipment, facilities, and functions which are necessary for the safe, reliable, efficient, and well-managed operation of the program, within the general parameters described in this RFP, and consistent with established industry practices, regardless of whether those services, equipment, facilities, and functions are specifically mentioned in this RFP or not. The proposer should clearly identify any omissions to the requirements set forth in the RFP.

4. BASIS FOR CONTRACT AWARD

A. This is a "Best Value," competitive, negotiated source selection. Award of contract, if any, will be made to the responsive and responsible Proposer whose offer conforming to the solicitation is judged by an integrated assessment of the evaluation criteria to be the most advantageous to the FEC, price/cost and other factors considered. For this procurement, all evaluation factors other than cost/price, when combined are more important than cost/price.

B. FEC may select other than the lowest cost/priced, technically acceptable offer if it is determined that the additional technical merit offered is worth the additional cost in relation to other proposals received. FEC is more concerned with obtaining excellent technical features than with making an award at the lowest overall cost/price to the FEC. However, the FEC will not make an award at a significantly higher overall cost to achieve only slightly superior technical features.

C. Offerors are further cautioned that FEC may not necessarily make an award to the Proposer with the highest technical ranking if doing so would not represent the best value to FEC. For evaluation purposes, if proposals become more technically equivalent, then cost/price becomes more important and may be the deciding factor.

5. EVALUATION CRITERIA

Proposals will be evaluated by the evaluation committee on the basis of the following criteria, listed in order of importance: Selection Criteria

EVALUATION CRITERIA	EVALUATION POINT VALUE
Method of Performance and Reporting Capabilities	30
IT Management	30
Cost/Price	25
Key Personnel Experience and Qualifications/Certifications	15
GRAND TOTAL:	**100**

6. PRESENTATIONS/INTERVIEWS/WRITTEN RESPONSES

After the closing date, selected Proposers with the highest evaluation score(s) may be invited to interview with the evaluation committee concerning its technical proposal. The evaluation committee may also require a Proposer(s) to submit written responses to questions regarding its proposal. Proposers selected for interview will be notified.

7. NEGOTIATIONS & BEST AND FINAL OFFER (BAFO)

A. Additional contract negotiations may be required with the highest ranked proposers prior to final contract award. FEC may solicit a revised proposal or a Best and Final Offer (BAFO) from one or more proposers. FEC may or may not contact all proposers to negotiate and/or to submit a BAFO.

B. After receipt of the results of the proposal evaluations, interviews, and BAFO(s), if applicable, the evaluation committee will complete its evaluation and recommend for award the responsible proposer(s) judged to provide the best value to the Full Employment Council.

ATTACHMENT A
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 contract by the Offeror assurance (Attachment B).

H. Provisions of Summer Youth Employment Opportunities: **Part of the objective of the Full Employment Council, Inc., fiscal agent for the KCV and EJAC Workforce Development Board, 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.

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 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

ATTACHMENT C PROPOSAL
COVER SHEET

Managed IT 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/Financial Statement
□ E-Verification
□ Certificate of Liability
□ Diversity Profile (Employee Census)
□ Proposed Subcontractor(s): _____

ATTACHMENT D

AUTHORIZING RESOLUTION

WHEREAS, the Full Employment Council, Inc., fiscal agent for the Kansas City and Vicinity and Eastern Jackson County Workforce Development Boards, is authorized to make awards for **IT Outsourcing 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., as the fiscal agent, for

Name of Corporation

provision of **IT Outsourcing 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 Contractor:*_____

*Signature*_____*Date* _____

ATTACHMENT F
CONFLICT OF INTEREST AFFIDAVIT
(Must Be Notarized)

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

State that the Contract shall be accompanied by a sworn and notarized statement disclosing my familial relationship that exists between the owner or any employee of the Contractor and any member of the board, or board of directors, or officer, that does not include this sworn and notarized disclosure statement. Conflict of interest includes any business relationship, contract, or family relative by blood, adoption, or marriage of the 1st, 2nd, or 3rd degree of relationship.

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 Contractor

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 it in 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.

- 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.

8. 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.