ST. LOUIS CITY WORKFORCE INVESTMENT BOARD
AND
ST. LOUIS AGENCY ON TRAINING AND EMPLOYMENT (SLATE)

REQUEST FOR PROPOSAL

FOR:

Workforce Investment Act (WIA)

Information Systems Support Manager

Opening Date
8:00 a.m, Central Time, February 7, 2013

Closing Date
5:00 p.m., Central Time, March 22, 2013

REQUEST FOR PROPOSAL

Information Systems Support Manager

SUMMARY: All information required to submit a bid is contained in this Request for Proposal (RFP) announcement. The St. Louis Agency on Training and Employment (SLATE) and the Workforce Investment Board of St. Louis City announce the availability of funds as authorized under Title I of the Workforce Investment Act. Costs for the Information Systems Support Manager submitted subsequent to the initial offering may be negotiated based on verifiable market changes. Period of performance for the program is projected to be from July 1, 2013 – June 30, 2014. SLATE and the Workforce Investment Board of St. Louis City reserve the right to renew programs for an additional two contractual periods for those programs that become operational as a result of this RFP. Such renewal of contracts will be based on fund availability, performance and on determination of needed services, activities, and delivery methods to be used by SLATE and the Workforce Investment Board of St. Louis City.

DATES: The closing date for receipt of bids under this solicitation is March 22, 2013, at 5:00 p.m. Central Time. No exceptions to the mailing and hand-delivery conditions set forth in this notice will be granted. Bids that do not meet the conditions set forth in this notice will not be considered. SLATE will not accept any amendments, revisions or alterations to bids after the RFP due date.

FURTHER INFORMATION: All questions must be submitted in writing and received prior to 5:00 p.m. on March 15, 2013. All correspondence should be to the attention of Kelley Bernardi, Deputy Director, SLATE, 1520 Market Street, Room 3050, St. Louis, MO, 63103. Written responses to all questions received will be provided to the sender of the question and the question and response will also be posted on our website: www.stlworks.com. Questions received after the deadline will not be answered. Telephone inquiries regarding an interpretation of the contents of the RFP are not permitted.

PART I. General Information

The St. Louis Agency on Training and Employment (SLATE) and the Workforce Investment Board of St. Louis City are seeking to contract for an Information Systems Support Manager for the SLATE offices at 1520 Market Street, Room 3050, St. Louis, MO 63103 and provide support to satellite offices as needed.

Required Qualifications and Duties:

The following is an outline of required qualifications and duties:

Routine Network Administration and Maintenance. Including but not limited to, File System, Print Services, Infrastructure, and Security Management.

Hardware and Software Support and Maintenance for all PCs, Servers, Printers, Hubs, Switches, Routers, Firewalls and other LAN based equipment.

Perform Desktop Application User Support for multiple platforms. Vendor certifications and/or 10+ years experience required. Must have expert knowledge with the following Operating Systems: Windows XP, Windows Vista, Windows 7. Needs to have good communications skills and have the ability for group and individualized end-user training.

Ability to install, administer, migrate and maintain Microsoft Server Domain(s) with the following components: Microsoft Windows Server 2003, Microsoft Windows Server 2008, Microsoft Exchange Server 2003, Microsoft Exchange Server 2007, Active Directory, DHCP, DNS, Microsoft .Net Framework, Microsoft Software Update Services, Microsoft Windows Server Update Services, Symantec Antivirus Enterprise Edition, Symantec Mail Security for Exchange, Symantec Endpoint Protection, Veritas Backup Exec, Xerox Centreware.

Has 8+ years of experience, intimate knowledge of and ability to work with Local, State, and Federal government agencies as well as certain not-for-profit partners to provide LAN, WAN and Remote Access integration and support.

Has Experience in Planning and Re-Design of LAN Infrastructure and related issues to maximize the efficiencies of Office Layouts.

Ability to facilitate the procurement of required Computer and Network based Hardware, Software and other related Services through approved vendors.

Has experience in the design, build, and maintenance of educational computer labs, including but not limited to general computer skills labs, typing labs, internet and job search labs, English as a Secondary Language learning lab.

Maintains Computer and LAN based Equipment Inventory as well as Asset Tracking Systems.

Must have working experience with all of the following software applications:

Adobe Reader, Adobe Writer, Adobe Distiller, Adobe PageMaker, Scansoft OmniPage Pro, Attachmate Extra, Winway Resume Deluxe, ACT WorkKeys, Bridges Choices,

Typing Tutor, Microsoft Office 2003 and 2007, Microsoft Outlook 2003 and 2007, Microsoft Visio, Qwiz for Microsoft Office, Industrial Edge, ELLIS.

PART II. Application Process and Guidelines

Submission of Bid Package

Bidders must submit, in a sealed package, an original and five (5) copies of the completed bid package for review.

Bids must be ***received*** by 5:00 p.m., Central Time, on March 22, 2013, whether submitted by mail or hand-delivered. Telegraphed, faxed and e-mailed bids will not be considered. Late, incomplete, or alternate submissions will not be considered.

Bids shall be mailed or hand-carried to the SLATE Career Center, 1520 Market Street, Room 3050, St. Louis, MO 63103, Attention: Bid for Information Systems Support Manager

Late Bids

Any bids received after the exact time specified above for receipt **WILL NOT BE HONORED.**

Format of the Bid

The bid must include a Table of Contents and an Executive Summary of not more than 2 pages. To ensure your bid is considered fully, you must respond completely to each section. All attachments should be included at the end under an "Attachments" heading.

Bid Package

In addition to the Table of Contents and Executive Summary, the bid package must consist of the following sections. Please respond in the order presented below:

Detailed Description of Qualifications:

- Describe your qualifications using the points listed in Part I of this RFP. Include your plan to provide support to SLATE during vacation or sick days.

Budget/Cost Pricing:

Provide an hourly rate for the time frame of July 1, 2013 – June 30, 2014. Provide costs for 40 hours per week. SLATE reserves the right to negotiate for a lower number of hours per week as it deems appropriate. No advance payments will be provided. Complete the attached Application Fact Sheet.

Assurances
Read the attached Assurances and understand you will need to follow the regulations outlined in the document if you are to receive a contract.

Living Wage Ordinance
The following applies to any contractor of the City of St. Louis. Attached is a form you will need to complete if you receive a contract.

Living Wage Ordinance -- Contracts for services in excess of $50,000 may be subject to the City's Living Wage ordinance (Ordinance #65597). The Ordinance requires that, unless specific exemptions apply, all individuals performing work pursuant to a contract between the City and a contractor must be paid a minimum of the applicable wage rates set forth in the Living Wage Bulletin. If rates are adjusted during the term of the contract, then the applicable wage rates must also be adjusted by the contractor. The Living Wage Ordinance can be found at http://www.slpl.lib.mo.us/cco/ords/data/ord5597.htm.

Review Process

- All responses will be evaluated by reviewers using the following criteria and by assigning points. The total points possible is 100. Bids must receive a minimum of 70 points of the total possible in order to be considered for funding by the Workforce Investment Board of St. Louis City and the City of St. Louis/SLATE.
    - Experience of Bidder (0 – 60 points)
    - Budget/Cost (0 – 40 points)
- Any bidder that is not selected, or has its bid denied for consideration, will be notified in writing.
- Bidders that are selected will be notified in writing.
- Bidders may request, in writing, a copy of the written reviewer comments, if any, and the points awarded (by category and total).

APPLICATION FACT SHEET

Information Systems Support Manager

NAME OF MANAGER: _____

BUSINESS NAME: _____

TYPE OF BUSINESS: _____

BUSINESS ADDRESS: _____
(Street, City, State & Zip code)

TELEPHONE: _____
(Area Code, Number & Ext)

CERTIFICATION: This bid has been developed according to policies and procedures governing WIA and a Request for Proposal Application issued by the City of St. Louis/SLATE and the Workforce Investment Board of St. Louis City. We/I understand that this RFP Response is subject to revision, in consultation with us/me, in order to make it compatible with the overall City WIA plan. It is fully understood that acceptance of this RFP Response for review in no way assures its approval for consideration for funding. If approved for funding, we/I will accept full responsibility for all operation, management and financial expenditures and will later reimburse the City of St. Louis for all costs found to be disallowed in an official audit.

_____
Date Submitted Signature of Authorized Official

_____
Title of Authorized Official Typed Name of Above Official

ASSURANCES

1. The Contracting Agency assures that it and its subrecipients will establish in accordance with WIA Section 184, fiscal control and fund accounting procedures that may be necessary to ensure the proper disbursement of and accounting for funds made available by the Contract Agreement.

2. The Contracting Agency assures that it and its subrecipients will comply with the requirements of the common rule Uniform Administrative Requirements (or as amended) applicable to the type entity receiving WIA Title I funding under this agreement.

   - 29 CFR, Part 97 – Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments; or

   - 29 CFR, Part 95 – Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations, and with Commercial Organizations, Foreign Governments, Organizations Under the Jurisdiction of Foreign Governments, and International Organizations.

3. The Contracting Agency assures that it and its subrecipients will comply with the federal allowable costs/cost principles that apply to the type entity receiving WIA Title I funding under this Contract Agreement. The regulations at 29 CFR 95.27 and 29 CFR 97.22 (and 20 CFR 667.200(c)(1-5) identify the federal principles for determining allowable costs.

4. The Contracting Agency assures that it and its subrecipients will comply with restrictions regarding Lobbying codified at 29 CFR Part 93.

5. The Contracting Agency assures that it and its subrecipients will comply with requirements for a Drug Free Workplace codified at 29 CFR Part 98.

6. The Contracting Agency assures that it and its subrecipients will comply with requirements for Debarment and Suspension as codified at 29 CFR Part 98.

7. The Contracting Agency assures that it and its subrecipients will comply with requirements of the Americans with Disabilities Act of 1990 (or as amended) and associated Code of Federal Regulations as applicable to the entity directly or indirectly as recipients of contracted funds from the state of Missouri.

8. The Contracting Agency assures that it and its subrecipients will comply with Title VI of the Civil Rights Act of 1964, as amended, and implementing regulations at 29 CFR part 31, which prohibit discrimination and require provision of equal opportunity on the basis of race, color, or national origin.

9. The Contracting Agency assures that it and its subrecipients will comply with Section 504 of the Rehabilitation Act of 1973, as amended (including amendments made by the Americans with Disabilities Act Amendments Act of 2008), and U.S. Department of Labor's implementing regulations at 29 CFR part 32, which prohibit discrimination and require provision of equal opportunity on the basis of disability.

10. The Contracting Agency assures that it and its subrecipients will comply with Title IX of the Education Amendments of 1972, as amended, and implementing regulations at 29 CFR part 36, which prohibit discrimination and require provision of equal opportunity on the basis of sex in education and training programs.

11. The Contracting Agency assures that it and its subrecipients will comply with Age Discrimination Act of 1975, as amended, and implementing regulations at 29 CFR part 35, which prohibit discrimination and require provision of equal opportunity on the basis of age, but permit certain distinctions based on or related to age.

12. The Contracting Agency assures that it and its subrecipients will comply with the Privacy Act of
1975, as amended.

13. The Contracting Agency assures that it and its subrecipients will comply with Nondiscrimination and Equal Opportunity provisions codified at 29 CFR Part 37.

14. In accordance with the Departments of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act, Public Law 101-166, Section 511, "Steven's Amendment", the Contracting Agency and its subrecipients shall not issue any statements, press releases, and other documents describing projects or programs funded in whole or in part with Federal money unless the prior approval of the state agency is obtained and unless they clearly state the following as provided by the state agency:

    - the percentage of the total costs of the program or project which will be financed with Federal money;

    - the dollar amount of Federal funds for the project or program; and

    - percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

15. The Contracting Agency assures that it and its subrecipients will comply with the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255) as amended, relating to nondiscrimination on the basis of drug abuse; the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd.3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.) as amended, relating to nondiscrimination in the sale, rental or financing of housing; any other nondiscrimination provisions in the specific statute(s) under

which application for Federal assistance is being made; and the requirements of any other non-discrimination statute(s) which may apply to the application.

16. The Contracting Agency assures that it and its subrecipients will comply with the Requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

17. The Contracting Agency assures that it and its subrecipients will comply with provisions of the Hatch Act (U.S.C. 1501-1508 and 7324-7328), which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

18. The Contracting Agency assures that it and its subrecipients will comply as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a 7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874, and the Contract Work Hours and Safety Standards Act (40.327-333), regarding labor standards for federally assisted construction subagreements.

19. The Contracting Agency assures that it and its subrecipients will comply as applicable, with the Flood Insurance Purchase Requirements of Section 102(A) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

20. The Contracting Agency assures that it and its subrecipients will comply with Environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P. L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in flood plains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et. seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

21. The Contracting Agency assures that it and its subrecipients will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

22. The Contracting Agency assures that it and its subrecipients will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a.1 et seq.).

23. The Contracting Agency assures that it and its subrecipients will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

24. The Contracting Agency assures that it and its subrecipients will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

25. The Contracting Agency assures that it and its subrecipients will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

26. The Contracting Agency assures that it and its subrecipients will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, Audits of States, Local Governments and Non-Profit Organizations."

27. The Contracting Agency assures that it and its subrecipients will annually monitor and resolve monitoring findings of subrecipients receiving funds under WIA Title I. Such monitoring shall be done in accordance with WIA Section 184(a)(4), 20 CFR 667.400, 20 CFR 667.410, 20 CFR 667.500 and additional requirements as issued by the Contractor.

28. The Contracting Agency assures that it and its subrecipients will establish and maintain a procedure for grievances and complaints according to the requirements of 20 CFR 667.600 and additional requirements as issued by the Contractor.

29. The Contracting Agency assures that it and its subrecipients shall not use funds received under WIA to displace any currently employed employee or previously laid off employee from the same or substantially equivalent job in accordance with WIA Section 667.270.

30. The Contracting Agency assures that it and its subrecipients shall comply with the confidentiality requirements of WIA Section 136(f)(3).

31. The Contracting Agency assures that it and its subrecipients will not use funds received under WIA to assist, promote, or deter union organizing in accordance with WIA Section 181 (b)(7).

32. The Contracting Agency assures that it and its subrecipients shall comply with 20 CFR 667.200(g)(1)(2) regarding nepotism.

33. The Contracting Agency assures that it and its subrecipients will not expend funds provided under WIA Title I for those activities identified and prohibited in 20 CFR 667.260, 667.262, 667.264, 667.266, 667.268, and 667.270.

34. The Contracting Agency assures that it and its subrecipients receiving WIA Title I funds will provide services through the Local Workforce Investment Area Plan that are

consistent with the state of Missouri Workforce Investment Plan (or as modified).

35. The Contracting Agency assures that it and its subrecipients will comply with Public Law 111-117 (Division D, sec. 107), none of the funds appropriated in the Act under the heading 'Employment and Training' shall be used by a recipient or subrecipient of such funds to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II. This limitation shall not apply to vendors providing goods and services as defined in OMB Circular A-133. Where States are recipients of such funds, States may establish a lower limit for salaries and bonuses of those receiving salaries and bonuses from subrecipients of such funds, taking into account factors including the relative cost-of-living in the State, the compensation levels for comparable State or local government employees, and the size of the organizations that administer Federal programs involved including Employment & Training Administration programs. See Training and Employment Guidance Letter number 5-06 for further clarification.

36. The Contracting Agency assures that it and its subrecipients will comply with Section 511 of the Consolidated Appropriations Act, 2010 (P.L. 111-117, Division E) ("CAA"), requiring that no direct or indirect funding from the Consolidated Appropriations Act may be provided to the Association of Community Organizations for Reform Now ("ACORN") or any of its subsidiaries through Federal grantees or contractors. USDOL is required to take steps so that no Federal funds from the Consolidated Appropriations Act, 2010, are awarded or obligated by USDOL grantees or contractors to ACORN or its subsidiaries as subgrantees, subcontractors, or other subrecipients. This prohibition applies not only to a direct recipient of Federal funds, but also to a subrecipient (e.g., a subcontractor, subgrantee, or contractor of a grantee).

37. The Contracting Agency assures that it and its subrecipients will comply with the "Jobs for Veterans Act" (JVA), Public Law 107-288 (38 USC 4215), as implemented by the Final Rule published on December 19, 2008 at 73 Fed. Reg. 78132. The JVA provides priority of service to veterans and spouses of eligible veterans for the receipt of employment, training, and placement services. The Planning Guidance (either the Stand-Alone Planning Guidance at 73 FR 72853 (December 1, 2008)) or the Unified Planning Guidance at 73 FR 73730 (December 3, 2008) and TEGL 10-09 requires states to describe the policies and strategies in place to ensure, pursuant to the Jobs for Veterans Act and the regulations, that priority of service is provided to veterans (and eligible spouses) who otherwise meet the eligibility requirements for qualified employment and training programs funded in whole or in part by the USDOL. In addition, the states are required to provide assurances that they will comply with the Veterans' Priority of Service Provisions established by the Jobs for Veterans Act (38 USC 4215) and TEGL 10-09.

38. The Contracting Agency assures that it and its subrecipients will comply with 285.530 RSMo.

- Pursuant to section 285.530.2, RSMo, the Contracting Agency shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein.

- Pursuant to section 285.530.5, RSMo, neither the Contracting Agency nor any subcontractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. In accordance with sections 285.525 to 285.550, RSMo a general contractor or subcontractor of any tier shall not be liable when such contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of section 285.530, RSMo if the contract binding the contractor and subcontractor affirmatively states that:

  a. the direct subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo and
  b. shall not henceforth be in such violation and
  c. the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

39. The Contracting Agency assures that it and its subrecipients will comply with Executive Order 04-09. No award of a contract shall be made to a vendor who contemplates performing work pursuant to the contract at a site outside the United States, unless one of the conditions of Executive 04-09 is met. Reference Department Procurement Authority Delegation and Procedures located at http://oa.mo.gov/purch/governance.html.

40. The Contracting Agency assures that it and its subrecipients will expend funds provided by the Contract Agreement in accordance with WIA, WIA regulations, USDOL, DWD guidance, and all other applicable federal, state, or local laws.

41. By signature of the Contract Agreement, the Contracting Agency provides the following Certification regarding Lobbying in accordance with 29 CFR Part 93 and certifies that to the best of his or her knowledge and belief:

    - No federal appropriated funds have been paid or will be paid, by or on behalf of the signatory, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

    - If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee

of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the signatory shall complete and submit Standard Form – LLL "Disclosure of Lobbying Activities", in accordance with its instructions.

- The signatory shall require that the language of this Certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

- This Certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this Certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required Certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

42. By signature of the Contract Agreement, the Contracting Agency provides the following Certification regarding a Drug Free Workplace in accordance with 29 CFR Part 98 and certifies that it will or will continue to provide a drug free workplace by:

(1.) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(2.) Establishing an ongoing drug-free awareness program to inform employees about:

A. The dangers of drug abuse in the workplace;
B. The grantee's policy of maintaining a drug-free workplace;
C. Any available drug counseling, rehabilitation, and employee assistance programs;
D. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3.) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (1);

(4.) Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the grant, the employee will:

A. Abide by the terms of the statement;
B. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(5.) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (4) (B) from an employee or otherwise receiving actual notice of such

conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number (s) of each affected grant;

(6.) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (4) (B), with respect to any employee who is so convicted:

A. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
B. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(7.) Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs (1), (2), (3), (4), (5) and (6).

43. By signature of the Contract Agreement, the Contracting Agency provides the following Certification regarding Debarment and Suspension in accordance with 29 CFR Part 98 and certifies that to the best of his or her knowledge and belief that it and its principals:

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

- Have not within a three-year period preceding this Contract Agreement been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in this certification; and,

- Have not within a three-year period preceding this Contract Agreement had one or more
public transactions (Federal, State, or local) terminated for cause or default.

- Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall submit an explanation to the Contractor.

44. NONDISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE:

Note: This particular assurance (portions which are duplicated elsewhere in other assurances) is applicable to the extent that the program activities are conducted as part of the One Stop delivery system (See 29 CFR 37.2).

As a condition to the award of financial assistance from the Department of Labor under Title I of WIA, the Contracting Agency assures that it and its subrecipients will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

(1) Section 188 of the Workforce Investment Act of 1998 (WIA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I B financially assisted program or activity;

(2) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin;

(3) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;

(4) The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and

(5) Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The Contracting Agency and its subrecipients also assure that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to the Contracting Agency's operation of the WIA Title I B financially assisted program or activity, and to all agreements the Contracting Agency makes to carry out the WIA Title IB financially assisted program or activity. The Contracting Agency understands that the United States has the right to seek judicial enforcement of this assurance.

45. The Contracting Agency assures that it will register in the Central Contractor Registration (CCR) database at www.ccr.gov, and maintain current registration at all times during the pendency of this Contract Agreement. In order to register in CCR, a valid Dun and Bradstreet Data Universal Numbering System (DUNS) Number is required. See www.dnb.com.

EXHIBIT A (Info Only—Actual will be submitted with contract)

Illegal Immigrant Employees

Any "business entity", as defined by Section 285.525 of the Revised Statutes of Missouri 2000, as amended, shall, pursuant to the provisions of Sections 285.530 through 285.555 of the Revised Statutes of Missouri 2000, as amended, by **sworn affidavit** (attached hereto as Exhibit A) **and provision of documentation**, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with this Agreement. The "business entity" shall also sign an affidavit (attached hereto as Exhibit A) affirming that it does not knowingly employ any person who is an unauthorized alien in connection with this Agreement pursuant to the above-stated Statutes. The term "business entity" shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors.

STATE OF MISSOURI)
)SS.
COUNTY OF SAINT LOUIS CITY)

AFFIDAVIT

Before me, the undersigned Notary Public, personally appeared _____ (**Name**) who, by me being duly sworn, deposed as follows:

My name is _____ (**Name**), I am of sound mind, capable of making this Affidavit, and personally acquainted with the facts herein stated:

I am the _____ (**Position/Title**) of _____. (**Business Entity**)

I have the legal authority to make the following assertions:

1. _____ (**Business Entity**) is currently enrolled in and actively participates in a federal work authorization program with respect to the employees working in connection with this Agreement, as required pursuant to Sections 285.525 through 285.555 of the Revised Statutes of Missouri 2000, as amended.

2. Pursuant to Sections 285.525 through 285.555 of the Revised Statutes of Missouri 2000, as amended, _____ (**Business Entity**) does not knowingly employ any person who is an unauthorized alien in connection with this Agreement.

_____
Affiant

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this ____ day of _____, 20__.

_____
Notary Public

My Commission Expires:

(Info Only—Actual will be submitted with contract)

ST. LOUIS LIVING WAGE ORDINANCE

LIVING WAGE ACKNOWLEDGMENT AND ACCEPTANCE DECLARATION

(To be completed by each respondent to a bid/proposal solicitation when that solicitation has included Living Wage Advertisement/Solicitation Language.)

CONTRACTING AGENCY:

_____

AGENCY CONTRACT NUMBER: _____

BIDDER'S/PROPONENT'S NAME: _____

DATE PREPARED: _____ **PREPARED BY:** _____

PREPARER'S TELEPHONE NUMBER: _____

PREPARER'S E-MAIL ADDRESS: _____

PREPARER'S CELL PHONE NUMBER: _____

PREPARER'S ADDRESS AND ZIP CODE: _____

As the authorized representative of the above-referenced bidder or proponent, I hereby acknowledge that the bidder/proponent understands that the contract or agreement that will be executed with a successful bidder/proponent pursuant to this solicitation is subject to the St. Louis Living Wage #65597 and the Regulations associated therewith. The bidder/proponent hereby agrees to comply with the Ordinance and the associated Regulations if awarded a contract pursuant to this solicitation. I am authorized to make the above representations on behalf of the bidder or proponent.

AUTHORIZED REPRESENTATIVE CERTIFICATION:

_____ **(Signature)**

NAME: _____

TITLE: _____

DATE: _____

RFP SUMMARY CHECKLIST

No applicant will be contacted to inform them that their application packet is incomplete and that additional information should be submitted. Therefore, we have developed this RFP Summary Checklist in order for you to double check your proposal before submitting it.

___ 1. Application is typed on 8 ½" x 11" sheets and does not exceed 10 pages, exclusive of attachments.

____ 2. The narrative description includes the Executive Summary and description of your services you will provide, as outlined in Section I.

____ 3. You have one original and five copies in your sealed packet(s).

____ 4. A signed and completed Application Fact Sheet.