

**Contract for Services**  
**Network to Success Job Club Series**  
Contract # PY2020.001

Basic Agreement

1. Parties of the Contract: This Contract Agreement (hereinafter referred to as the "Agreement") is entered into between the McHenry County Workforce Network Board (hereinafter referred to as MCWN), BRUCE BENNETT (hereinafter referred to as the Service Provider) a subrecipient of the MCWN WIOA Title 1 Grant.
2. Contract Amount: The maximum amount payable to the Service Provider under this Contract is \$6,400.00, subject to terms and conditions of this Agreement. MCWN will reimburse the Service Provider for actual costs up to this amount provided those costs are included the Contract Budget. Contract amount may be modified as described in Section 4.5 of this agreement. Subject to funding availability from WIOA Grants 19-681002.
3. Subject to the execution of this Agreement by both parties, the Service Provider is hereby authorized to incur costs against this Agreement from the beginning date of 07/01/2020 through the ending date of 06/30/2021. Both parties to this contract may by mutual written agreement extend this contract for up to two (2) additional years. The Service Provider hereby agrees to use the funds provided under the Agreement for the purposes set forth herein and agrees to comply with all terms of this Agreement.

This Agreement includes the following sections, all of which are incorporated into and made part of this Agreement:

Part:

- I. Budget
- II. Special Grant Conditions
- III. Scope of Work
- IV. Program Terms and Conditions
- V. General Provisions
- VI. Requirement Certifications

Under penalties or perjury, the undersigned certifies that the name, taxpayer information number and legal status listed below are correct.

Name: **BRUCE A. BENNETT**  
**1220 River Terrace Drive, Johnsburg, IL 60651**  
**815-302-9552, BABennett73@gmail.com**

Taxpayer Identification Number: **SS# 352/42/9628**

Legal Status (check one):

- |   |   |
|---|---|
| <input checked="" type="checkbox"/> Individual  | <input type="checkbox"/> Government entity                          |
| <input type="checkbox"/> Owner of sole proprietorship   | <input type="checkbox"/> Nonresident alien individual               |
| <input type="checkbox"/> Partnership  | <input type="checkbox"/> Estate of legal trust                      |
| <input type="checkbox"/> Tax-exempt hospital of extended care facility                            | <input type="checkbox"/> Foreign Corporation                        |
| <input type="checkbox"/> Corporation providing or billing medical and/or health care services     | <input type="checkbox"/> partnership estate or trust                |
| <input type="checkbox"/> Corporation NOT providing or billing medical and/or health care services | <input type="checkbox"/> Other – not-for-profit organization: _____ |
| <input type="checkbox"/> Community College or Other Educational Institution                       | _____   |

The Service Provider acknowledges that the individual signing below is authorized to execute this Agreement and that each signature constitutes the acceptance of this Agreement.

Service Provider:

By: \_\_\_\_\_ Date \_\_\_\_\_

BRUCE A. BENNETT  
1220 River Terrace Drive,  
Johnsburg, IL 60651  
815-302-9552  
BABennett73@gmail.com

McHenry County Board

By: \_\_\_\_\_ Date \_\_\_\_\_  
Jack D. Franks, Chairman

McHenry County Workforce Network Board

By: \_\_\_\_\_ Date \_\_\_\_\_  
David Niehus, Chairman

**PART I**  
**GRANTEE'S APPROVED BUDGET**

PROGRAM: WIOA (Workforce Innovation and Opportunity Act)

NAME OF Service Provider / Subrecipient: **BRUCE A. BENNETT**

APPLICATION GRANT NUMBER: 19-681002

PROJECT DURATION: BEGIN DATE: 07/01/2020 END DATE: 06/30/2021

**SUMMARY OF PROJECT – BY BUDGET/COST CATEGORY**

<b>Cost Category</b>	<b>Description</b>	<b>Current Approved Budget</b>	<b>In-Kind</b>	<b>New Budget Amount</b>
	Twelve NTS Sessions	\$3,600.00		
	Preparation time for 12 sessions	\$1,800.00		
	New Presentation Materials if Requested	\$1,000.00		
	<b>Total</b>	<b>\$6,400.00</b>		

**PART II**  
**SPECIAL GRANT CONDITIONS**

**2.1 Audit Requirements**

- The Service Provider is required to have an audit conducted as provided in Part V, Section 5.4B Audit Requirements.
- The Service provider is not required to have an audit conducted as a condition of this Grant Agreement.

**2.2 Other Special Grant Conditions**

MCWN will review actual certified contract expenditures for all contracts and modifications during the first quarter of the program year on or about the 30<sup>th</sup> day following the end of the first quarter. If the Service Provider has expended eighty-five percent (85%) or more of the planned quarterly expenditures, no action will be taken by the MCWN. In the event that the Service Provider has expended less than eighty-five percent (85%) of the planned quarterly expenditures, the MCWN may deobligate all the remaining portion of the unspent funds for the quarter. Following departmental review, any funds identified by the MCWN as being subject to this policy during the first quarter of the program year may be subject to partial termination for cause, in accordance with Section 5.5A(2) of this agreement, resulting in deobligation of such unspent funds. The modification required by the partial termination will be completed by the MCWN with the Service Provider's assistance in revising the grant budget and, if applicable, the Scope of Work.

**Billing is to be done monthly based on the calendar month. Each monthly invoice is due by the 15<sup>th</sup> of the following month. Any invoice received after the due date may result in payment being reduced by 10% of the invoice amount. An extension may be granted for good cause with prior approval.**

All costs are directly charged to the agreement which benefit said agreement. Staff costs are reimbursed based on documented hours worked for the benefit of the contract.

### **Part III Scope of Work**

The scope of work for this grant shall be in accordance with the attached proposal submitted by BRUCE A. BENNETT, dated 06/08/2020.

For: Network to Success Job Club Series

The first Network to Success (NTS) Job Club meeting can begin on July 15, 2020. The scheduling can be flexible but I propose a Wednesday afternoon session.

Most monthly meetings will be conducted with a topical PowerPoint presentation. I design the sessions for interaction and encourage questions to ensure people are following along. I also ask questions from time to time to verify individuals comprehend the material. Here is a potential schedule for consideration.

July 15, 2020 - Making Lemonade Out of Lemons  
August 19, 2020 - Building Confidence  
September 16, 2020 - Portfolios  
October 21, 2020 - Job Search for Over 50+  
November 18, 2020 – Human Resources Directors/Recruiters Panel Discussion  
December 16, 2020 - Effective Networking in Your Career  
January 20, 2020 - Making Lemonade Out of Lemons  
February 17, 2020 - Using Social Media in Job Search  
March 17, 2020 - 5 Keys to Impressing a Hiring Manager  
April 21, 2020 - Elevator Speech or Tell Me About Yourself  
May 19, 2020 - Building Confidence  
June 16, 2020 - Inventory Your Skills

The tentative schedule occurs on the 3<sup>rd</sup> Wednesday of the month. I envision the NTS events being scheduled as a two-hour event. Announcements should start the meeting before proceeding with the topic of the day. Announcements ideally will include upcoming workshops, events, and recognizing individuals who have landed within MCWN confidentiality guidelines. Once the topic presentation is completed, I would start the networking session by asking various questions.

Please see attached proposal for Full Scope of Work

**Part IV**  
**Program Terms and Conditions**

WHEREAS, the Workforce Innovation and Opportunity Act of 2014 (the "Act") authorized the McHenry County Workforce Network Board (MCWN) in cooperation with the Chief Elected Official to develop a workforce investment system that will result in increased employment retention and earnings of participants and increased occupational skill attainment by participants, and as a result, improve the quality of the workforce, reduce welfare dependency, and enhance the productivity and competitiveness of McHenry County.

WHEREAS, BRUCE A. BENNETT. (Service Provider) has agreed to provide Network to Success Job Club Series as submitted to the MCWN.

THEREFORE, MCWN makes this contract to the Service Provider subject to the terms and conditions set forth in this Agreement.

Federal Awarding Agency: U.S. Department of Labor / ETA Division of Federal Assistance

Federal Award Number: AA-33227-19-55-A-17

Federal Award Date: Funding Agreement signed by DCEO on 9/4/19

Amount of Federal Funds Obligated by this Contract: \$6,400.00

Total Amount of Federal Funds Obligated to Contract under this Federal Award: \$6,400.00

Total Amount of Federal Award: \$1,626,461.00

Federal Award Project Description: This Contract Agreement applies to funds appropriated for the Adult Funding stream and the Dislocated Worker Funding stream, under Title 1B of the Workforce Innovation and Opportunity Act (WIOA)

Is Award for R&D? No

Funds Provided:

CFDS#17-259 Formula Allocations for PY'19 for the Youth Funding streams under Title 1B of the Workforce Innovation and Opportunity Act (WIOA).

CFDS#17-258 Formula Allocations for PY'19 for the Adult Funding streams under Title 1B of the Workforce Innovation and Opportunity Act (WIOA).

CFDS#17-278 Formula Allocations for PY'19 for the Dislocated Worker Funding streams under Title 1B of the Workforce Innovation and Opportunity Act (WIOA).

Contractor DUNS Number: N/A

The contract will carry over to the yet to be awarded PY'20 funding.

#### **4.1 Compliance with Program Specific Laws and Regulations**

The Service Provider agrees to comply with the requirements of the Act, and with the regulations and policies promulgated thereunder by the federal government, and State of Illinois, and the MCWN and Chief Elected Official. The Service Provider further agrees that this Agreement is subject to such modifications, which may be required by Federal or State laws, rules or regulations applicable to this Agreement. Any such required modifications shall be incorporated into and be a part of this Agreement as if fully set forth herein in accordance with the provisions of Section 5.7 hereof.

#### **4.2 Compensation to the Grantee**

Payments pursuant to this Agreement are subject to the availability of Federal Workforce Innovation and Opportunity Act funds and their appropriation or authorized expenditure under Illinois state law.

- A. **Method of Compensation.** The method of compensation shall be in accordance with the applicable State laws relative to such compensation by which the Workforce Innovation and Opportunity Act is governed. Service Provider shall comply with direction issued by the MCWN as to procedures to be followed when requesting reimbursement of grant funds. All payment requests submitted by the Service Provider shall be reviewed by the MCWN to ensure that such requests are:
- (i) in accordance with the approved grant budget (Part I hereof);
  - (ii) are in accordance with the Section(s) of the act applicable to Service Provider's program under Title I-B of the Workforce Innovation and Opportunity Act.
- B. **Allowable Costs/Cost Principles:** Service Provider is responsible for ensuring that it and any of its subrecipients follow those Federal cost principles set forth below which are applicable to Service Provider or its sub-recipients;
- (i) Allowable costs are contained in OMB Circular 2 CFR 200 Subpart E-Cost Principles
  - (ii) Allowable costs for state, local and Indian tribal government Organizations are contained in OMB Circular 2 CFR 200 Subpart E §200.416, §200.417;
  - (iii) Allowable costs for institutions of higher education are contained in OMB Circular 2 CFR 200 Subpart E §200.418, §200.419
- C. **Limitations on Compensation**
- (i) The Service Provider cannot be reimbursed for costs incurred in excess of the total approved grant budget. The Service Provider may be reimbursed

- for costs exceeding amounts budgeted by specific cost categories only in accordance with provisions of
- (ii) Section 4.5 hereof;
  - (iii) The Service Provider shall be liable for repayment of any grant funds, which are expended in violation of the terms of this Agreement. Service Provider should obtain approval prior to incurring expenditures, which necessitate a change in the approved contract budget. MCWN reserves the right to withhold funds for such expenditures until a revised Budget and Narratives has been submitted by the Service Provider and approved by the MCWN.
  - (iv) An overpayment of contract funds (unliquidated balance) as of the end date of the contract term specified in the Agreement shall be refunded to the MCWN within 30 days from said end date, accompanied by a final closeout report in the format provided by the MCWN. In addition, the Service Provider agrees to repay the MCWN for any funds that are determined by the MCWN to have been spent improperly in accordance with applicable regulations or rules.

#### **4.3 Accounting/Fiscal Control Requirements**

- A. The Service Provider's financial management system shall be structured to provide for accurate current and complete disclosure of the financial results of the contract program. The Service Provider shall be accountable for all funds received under this Agreement and shall maintain effective control and accountability over all funds, equipment, property, and other assets under the Agreement as required by the MCWN and agrees to maintain a minimum amount of cash on hand necessary to effectively operate the program. The Service Provider shall keep records sufficient to permit the tracing of funds to a level of expenditure adequate to insure that funds have not been spent unlawfully. Fund accounting procedures shall be established as may be necessary to assure the proper expenditure of an accounting for federal funds paid by the MCWN to the Service Provider, or any of its subrecipients, under this program, including procedures for monitoring the assistance provided under this program.
- B. Records Retention: Right of Inspection. The Service Provider is accountable for all funds received under this Agreement and shall maintain for a minimum of three (3) years following the date of submission by the Service Provider of its final expenditure report, all books, records, and supporting documents necessary to verify the expenditure and use of funds provided under this Agreement. This Agreement and all books, records and supporting documents related hereto shall be available for inspection and audit by the MCWN, Department of Commerce and Economic Opportunity Office of Employment and Training, and the Auditor General of the State of Illinois, the Secretary of Labor and the Comptroller General of the United States or any of their duly authorized representatives. Service Provider agrees to provide full access to all relevant materials and to provide copies of same upon request to any of the agencies named herein, or their designees.



In the event that an audit is commenced during the three-year period specified herein, said three (3) year period shall be extended for the duration of the audit and the Service Provider agrees to cooperate fully with any audit conducted by or through said agencies. Failure to maintain books, records and supporting documents as required by this Agreement shall establish a presumption in favor of the MCWN for the recovery of any funds paid by the MCWN under this Agreement for which adequate books, records and supporting documentation are not available to support their purported disbursement.

If any of the services to be performed under this Agreement are subcontracted or sub-granted, the Service Provider shall include in all subcontracts or subgrant agreements covering such services, a provision that the agencies named herein, or any of their duly authorized representatives, will have full access to and the right to examine any pertinent books, documents, papers and records of any such subcontractor or subgrantee involving transactions related to this Agreement for the time period specified herein.

#### **4.4 Travel Regulations**

Costs in accordance with the latest State of Illinois Travel Regulations or such reasonable travel policies approved and adopted by the Service Provider are allowable for expenses for transportation, lodging, subsistence, and related items incurred by Service Provider's employees who are in travel status on official business incident to the Contract program. If State of Illinois Travel Regulations are not followed by the Service Provider, the Service Provider must have on file its approved travel policy for reference by the MCWN, the Comptroller of the State of Illinois, Comptroller General of the United States, or any of their duly authorized representatives. Provided, however, that travel expenses which exceed limitations established by Federal statute or regulation (including OMB circulars, etc.) applicable to this Agreement are not allowable costs under this Agreement. The Grantee must retain receipts on file as source documentation for travel expenses of its employees.

#### **4.5 Modification and Amendment of Grant Agreement**

The following provisions relate solely to modifications of the approved Contract Budget (Part I hereof). Provisions relating to Modifications by Operation of Law or Discretionary Modifications are set forth in Section 5.7 of this Agreement.

Modification in Budget: Modifications in the Budget shall be in accordance with the following provisions:

- (i) If the Service Provider has reason to believe that its operation for the contract period will exceed the total budget authorization, it shall request approval of the MCWN in writing. In no event shall the Service Provider make any change in cost categories, which increases or decreases the total budget without prior approval of the MCWN.

- (ii) Failure of the Service Provider to either request approval of the MCWN for anticipated budget variations or to formally request approval for variation of the total contract amount, except as provided under Section 4.5(B)(i), herein, shall be deemed sufficient reason for the MCWN to disallow costs incurred in excess of specific cost category amounts or total contract amount as set forth in the Contract Budget even if the total costs incurred are within the legislated limitations of the cost categories.
- (iii) If the MCWN grants a budget revision, a Contract Agreement Modification shall be issued by the MCWN incorporating a revised Contract Budget.

#### **4.6 Publication, Reproduction and Use of Material**

No material produced in whole or in part with funds provided under this Agreement shall be subject to copyright in the United States or in any other country. All documents, including reports, studies and other materials developed, produced or generated by the Service Provider or its sub-grantees or subcontractors as part of the performance required under this Agreement are referred to herein as the "Grant Documents". Service Provider and the MCWN shall have the mutual right to publish, distribute, and use all Contract Documents without permission of or payment to the other Party. The Service Provider will not publish or permit any other person to publish any Contract Documents without advance notice to the MCWN. The Service Provider shall acknowledge MCWN as providing funds for any such publication, and shall accede to any request by MCWN that appropriate disclaimer language be incorporated into the publication.

#### **4.7 Reports Required**

The Service Provider shall submit programmatic and expenditure reports as required pursuant to written direction issued by MCWN to the Service Provider.

#### **4.8 Monitoring and Evaluation**

MCWN will periodically monitor and evaluate programmatic activities and the financial records pursuant to this Contract Agreement. The Service Provider will be monitored for compliance with all applicable Federal and State, laws, regulations, and rules applicable to this Agreement. The Service Provider's performance will be assessed to gauge its impact upon the target population and for the effective and efficient utilization of the Workforce Investment Act funds. Assessments will occur both during the operation of the program and upon its completion.

#### **4.9 Ownership of Nonexpendable Personal Property**

It is understood that nonexpendable personal property purchased by the Service Provider agency with funds provided under this Contract Agreement and nonexpendable personal property received from MCWN shall not be the property of the

Service Provider agency but shall be held by it in trust for the benefit of the People of the State of Illinois. Upon the termination of this Contract and upon the election of the MCWN, the Service Provider shall surrender possession of such property to MCWN or, ship same to any designated location.

#### **4.10 Property Management**

The Service Provider may not purchase nonexpendable personal property items without MCWN's prior written approval. The Service Provider agrees to comply with 2 CFR 200 Subpart D, Property Standards §200.310- 316

#### **4.11 Service Provider's Oversight of Subrecipients**

The Service Provider shall provide oversight and monitoring of subrecipients on a frequency which ensures that the financial systems of its subrecipients are in accordance with WIOA Regulations Parts 683.400(c)(1) and 683.410(a).

#### **4.12 Program Income**

Program Income, as defined under 2 CFR 200, §200.80 and is regulated by WIOA sec. 194(7)(A), 20 C.F.R. § 683.200, and the applicable rules in 2 C.F.R. §§ 200.307 and 2900.

#### **4.13 Bonding**

The Service Provider shall provide bonding for every officer, director, agent or employee who handles funds (cash, checks or other instruments of payment for program costs) under this Agreement. The amount of coverage shall be the higher of (1) the highest cash draw down planned during the term of this agreement, or (2) \$100,000.

#### **4.14 Procurement**

The Service Provider, if a unit of local government, shall follow the procurement standards as established in 2 CFR 200, §§200.317-200.326

#### **4.15 Interest Income**

All interest earned on funds advanced under this Agreement shall be treated as program income in accordance with Section 194(7)(B)(iii) or the Act.

#### **4.16 Equal Opportunity/Nondiscrimination**

As a condition to the award of financial assistance under WIOA from the Department of Labor, the grantee assures, with respect to operation of the WIOA-funded program or activity, that it will comply fully with the nondiscrimination and equal opportunity provisions in SEC. 188 of the Workforce Innovation and Opportunity Act of 2015, U.S.

DOL Regulations at 29 CFR parts 31 and 32, 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; Title IX of the Education Amendments of 1972, as amended; the Age Discrimination Act of 1975, as amended; The Civil Rights Restoration Act of 1987; Executive Order 12250; Age discrimination in Employment Act of 1967; Equal Pay Act of 1963; U.S. Department of Labor Regulations at 28 CFR Part 42, Subparts F & H; Title VII of the Civil Rights Act of 1964, as amended; and the Victims Economic Security and Safety Act.

#### **4.17 Complaint Process**

The Service Provider shall comply with a grievance procedure in accordance with section 181(c) of the Workforce Innovation and Opportunity Act.

#### **4.18 Conflict of Interest**

In addition to any other conflict of interest provisions set forth in this Agreement, the Service Provider and its employees are subject to the provisions of Section 107(h) of WIOA.

#### **4.19 Assurances**

The provision by the Grantee of the following assurances and certifications in no way affects the Grantee's obligation to comply with every provision of this Agreement, even if not specifically mentioned in this Section. The Grantee hereby assures and certifies compliance with each of the requirements applicable to its Program:

- A. It will comply with Program Requirements as provided for under Sections 181, 183, 184, 186, 187, 189 and 194 of the Act.
- B. It will comply with WIOA Regulations Part 683.250(a)(2) prohibiting utilization of funds to carry out public service employment programs under Title I of the Act.
- C. It will comply with the limitations on the use of funds as provided for under WIOA Regulations Part 683.250 (a) and (b).
- D. It will comply with Section 189(h) of the Act, by assuring that each individual participating in any program established under the Act, or receiving any assistance under the Act, has not violated Section 3 of the Military Selective Service Act (50 U.S.C. appl. 453).
- E. It will permit and cooperate with federal investigations undertaken in accordance with Section 185 of the Act.
- F. It will comply with Section 134(e) (3) of the Act and WIOA Regulations Parts 680.930, 680.940, 680.950, 680.960 and 680.970 in making needs-based payments to individuals participating in a training program.

- G. It will comply with the record retention requirements contained in 2 CFR 200 Sections 200.333 – 200.337.
- H. It agrees to comply with WIOA Regulations Part 683.270 which prohibits replacing a currently employed worker with any WIOA participant.
- I. It will only serve non-economically disadvantaged participants in accordance with Section 129 (a)(3)(A)(ii) of the Act.
- J. It agrees to comply with WIOA Regulations Part 683.245, prohibiting funds to be used for employment generating activities, economic development and other similar activities unless they are directly related to training for eligible individuals.
- K. It will comply with the policy on debarment and suspension regulations as established in accordance with 29 CFR Part 98. No contract shall be made to parties listed on the General Services Administration's System for Award Management from Federal Procurement or Nonprocurement Programs in accordance with E.O.'s 12549 and 12689, Debarment and Suspension. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees
- L. It will require all of its subrecipients that fall within the definition of "Non-Federal Entity" at 2 C.F.R. §2900.2 and which expend more than the minimum level specified at 2 CFR 200.501 have either an organization-wide audit conducted or a program specific financial and compliance audit in accordance with 2 CFR 200.501 (b) or (c).
- M. It will comply with WIOA Sections 134 (c)(3)(F)(iii) and 134(c)(3)(G).
- N. Equal Employment Opportunity. All contracts shall contain a provision requiring compliance with E.O. 11246, Equal Employment Opportunity, as amended by E.O. 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, and as supplemented by regulations at 41 CFR Part 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.
- O. Veteran's Priority Provisions. The Jobs for Veterans Act (Public Law 107-288) requires recipients to provide priority of service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services in any job training program directly funded, in whole or in part, by USDOL. The regulations implementing this priority of service can be found at 20 CFR Part 1010. In circumstances where a contract recipient must choose between two qualified candidates for a service, one of whom is a veteran or eligible spouse, the veterans priority of service provisions require that the contract recipient give the veteran or eligible spouse priority of service by first providing him or her that

service. To obtain priority of service, a veteran or spouse must meet the program's eligibility requirements. Recipients must comply with USDOL guidance on veterans' priority. ETA's Training and Employment Guidance Letter (TEGL) 10-09 (issued November 10, 2009) provides guidance on implementing priority of service for veterans and eligible spouses in all qualified job training programs funded in whole or in part by USDOL.

- P. Where applicable, Grantee shall comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public works, to give up any part of the compensation to which one is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.
- Q. Where applicable, the Grantee shall comply with the Davis-Bacon Act, as supplemented by Department of Labor regulations (29 CFR Part 5, Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.
- R. Where applicable, Grantee shall comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR Part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- S. Where applicable, Grantee shall comply with all requirements relating to the performance of experimental, developmental, or research work including providing for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR Part 401, Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government

Grants, Contracts and Cooperative Agreements, and any implementing regulations issued by the awarding agency.

- T. Where applicable, the Grantee shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 *et seq.*) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 *et seq.*). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- U. Where applicable, Grantee shall comply with the provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.
- V. Grantee must ensure that it has the necessary processes and systems in place to comply with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006, Pub. L. 109-282, as amended by Section 6202 of Pub. L. 110-252. See Training and Employment Guidance Letter No. 11-10 (issued November 15, 2010), available at <http://wdr.doleta.gov/directives/attach/TEGL/TEGL11-10.pdf>
- W. Grantee shall comply with any applicable assurances contained on U.S. Office of Management and Budget Standard Form 424b (SF-424b), Standard Assurances for Non-Construction Programs.
- X. Grantee shall comply with the US Department of Labor exceptions to the Uniform Guidance as specified at 2 CFR Part 2900.
- Y. All organizations receiving grants from any federal agency are required to comply with the Drug-Free Workplace Act of 1988, 41 U.S.C. 702 *et seq.*, and 2 C.F.R. § 182. Grantee must notify the awarding office if an employee of the Grantee is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for suspension or debarment by USDOL.

**Part V**  
**General Provisions**

**5.1 Service Provider Authority: Independence of Service Provider Personnel; Grantor Authority; Governing Law**

- A. **Service Provider Authority.** The Service Provider warrants that it is the real party in interest to this Agreement, that it is not acting for or on behalf of an undisclosed party, and that it possesses legal authority to apply for this contract and to execute the proposed program or project described in Part III hereof. Service Provider's execution of this Agreement shall serve as its attestation that Service Provider has read, understands and agrees to all provisions of this Agreement and to be bound thereby.
- B. **Independence of Service Provider Personnel.** All technical, clerical, and other personnel necessary for the performance required by this Agreement shall be employed, or contracted with, by Service Provider, and shall in all respects be subject to the rules and regulations of Service Provider governing its employees. Neither Service provider nor its personnel shall be considered to be the agents or employees of MCWN or Illinois Department of Commerce and Economic Opportunity Office of Employment and Training.
- C. **Grantor Authority.** MCWN and its payroll employees, when acting pursuant to this Agreement are acting as Grant Subrecipient designed by the Chief Elected Official for Workforce Development Area #2.
- D. **Governing Law.** This Agreement is awarded in the State of Illinois for execution within the State of Illinois. This Agreement shall be governed by and construed according to Illinois law, as that law would be interpreted by an Illinois Court. Where there is no Illinois law on a particular subject or issue, then the applicable law will be applied, as it would be if interpreted and applied by an Illinois court.

**5.2 Scope of Services**

In consideration for the agreement funds to be provided by MCWN and Chief Elected Official, the Service Provider agrees to perform the services, provide the materials and to prepare and submit to MCWN the reports, studies and other deliverables as described in attached proposal. Such services, materials, reports, studies and other deliverables are referred to herein as the "Program" or "Project".

**5.3 Fiscal Responsibilities**

- A. **Non-Appropriation Clause.** Payments pursuant to his Agreement are subject to the availability of applicable Federal and State funding from the Illinois Department of Commerce and Economic Opportunity, Office of Employment and Training as allocated to the MCWN and their appropriation and authorized expenditure under state laws. Obligations of the MCWN will cease immediately without penalty or liability of further payment being required if in any fiscal year that this Agreement is



in effect the Illinois General Assembly or Federal funding source fails to appropriate or otherwise make available sufficient funds for this grant.

The Service Provider hereby is given actual knowledge of the fact that pursuant to the State Finance Act, 30 ILCS 105/30, payments under this agreement are contingent upon there existing a valid appropriation therefore and that no officer shall contract any indebtedness on behalf of the MCWN or assume to bind the MCWN in an amount in excess of the money appropriated, unless expressly authorized by law. If this is a multi-year grant, it is void by operation of law if the MCWN fails to obtain the requisite appropriation to pay the grant in any year in which this Agreement is in effect.

- B. **Total Amount of Agreement Limited.** The Service Provider expressly understands and agrees that the total financial obligation of the MCWN under this Agreement shall not exceed the total amount set forth on the Notice of Agreement Award and the Service Provider agrees expressly to fully complete the Scope of Services specified in this Agreement and all other obligations under this Agreement within the stated total consideration.
- C. **Delivery of Service Provider Payments.** Payment to the Service Provider under this Agreement shall be made payable to the name of the Service provider and sent to the person and place specified in the Notice of Agreement Award. The Service Provider may change the person to whom payments are sent, or the place to which payments are sent by written notice to the MCWN signed by the Service Provider. No such change or payment notice shall be binding upon the MCWN until ten (10) business days after actual receipt.

#### 5.4 **Access To Records; Project Closeout; Accounting; and Audit Requirements**

- A. **Agreement Closeout.** In addition to any other reporting requirements specified in this Agreement, the Service Provider shall complete and submit a final Service Provider Closeout Report on forms provided by the MCWN, within time limits established by the MCWN after the expiration of termination of this Agreement. The Service Provider must report on the expenditure of funds provided by the State, and if applicable, the Service Provider's required matching funds. The Service Provider is responsible for taking the necessary steps to correct any deficiencies disclosed by such Closeout Report, including such action as the MCWN based on its review of the Closeout Report, may direct.
- B. **Audit Requirements.** If required by Part II of this Agreement, the Service provider shall be required to have an audit conducted in accordance with the following terms:
  - a. **Federal Funded Grants**
    - i. **Applicable Federal Requirements.** If the Service Provider is required to have an audit conducted pursuant to the Single Audit Act of 1984, as amended in 1996 ("Single Audit Act") and by the Office of Management

and Budget Circular A-133 (“OMB Circular A-133”), the audit shall be performance in accordance with these provisions.

- ii. Service Provider shall furnish MCWN with copy of Audit. When the Service Provider has an audit conducted pursuant to the requirements of the Single Audit Act and OMB Circular A-133, and an audit report is produced pursuant to such federal requirements, the Service Provider shall provide the MCWN with a copy of such audit report, except in cases where the Service Provider is not required by the Single Audit Act of OMB Circular A-133 to distribute copy of such audit report to the MCWN.
- iii. Service Provider to send MCWN copy of Audit Report or Report Tracking within specified time period. The Service Provider shall send a copy of the audit report, the data collection and the appropriate reporting package, as provided for in the Single Audit Act and OMB Circular A-133, to the MCWN within 30 days of the Service Provider’s receipt of such audit report, but in no event later than nine months following the end of the period for which the audit was performed. The Service Provider shall send the audit report to the MCWN at the following address:

McHenry County Workforce Network Board  
500 Russel Ct.  
Woodstock IL 60098

**b. State Funded Grants**

**i. State Audit Requirements:**

1. An audit shall be conducted by a certified public accountant that is licensed by the State of Illinois to conduct an audit in accordance with Generally Accepted Auditing Standards.
2. Agreement funds shall be included in the Service Provider’s annual audit, unless the MCWN authorizes the Service Provider to have a agreement-specific audit conducted.
3. Upon completion of an audit, an audit report shall be issued and the Service Provider shall provide the MCWN with a copy of such audit report.
4. The Service Provider shall provide the MCWN with a copy of an audit report within 30 days of the Service Provider’s receipt of such audit report, but in no event later than nine months following the end of the period for which the audit was performed. The Service Provider shall send the audit report to the MCWN at the following address:

McHenry County Workforce Network Board  
500 Russel Ct.  
Woodstock IL 60098

- C. **Worker's Compensation Insurance, Social Security, Retirement and Health Insurance Benefits, and Taxes.** The Service Provider shall provide Worker's Compensation insurance where the same is required and shall accept full responsibility for the payment of unemployment insurance, premiums for Worker's Compensation, Social Security and retirement and health insurance benefits, as well as all income tax deduction and any other taxes or payroll deductions required by law for its employees who are performing services specified by this Agreement.

## 5.5 **Termination; Suspension**

### A. **This Agreement may be terminated as follows:**

1. **Due to Loss of Funding.** Obligations of the MCWN will cease immediately without penalty of further payment being required if in any fiscal year the General Assembly or Federal funding source fails to appropriate or otherwise make available sufficient funds for this Agreement. In the event the MCWN suffers such a loss of funding in full or in part, the MCWN shall give the Service Provider written notice which shall set forth the effective date of full or partial termination, or if a change in funding is required, setting forth change in funding and the changes in the approved budget.
2. **For Cause.** If the MCWN determines that the Service Provider has failed to comply with any of the terms, conditions or provisions of this Agreement, including any applicable rules or regulations, MCWN may terminate this Agreement in whole or in part at any time before the expiration date of this Agreement. MCWN shall notify the Service Provider in writing of the reasons for the termination and the effective date of the termination. Service Provider shall not incur any costs after the effective date of the termination. Payments made to the Service Provider or recovery by the MCWN shall be in accord with the legal rights and liabilities of the parties. In the event of termination for cause, Service Provider shall also be subject to any other applicable provisions specified elsewhere in this Agreement.

Termination for cause may render the Service Provider ineligible for consideration for future grants from the MCWN.

3. **For Convenience.** MCWN or the Service Provider may terminate this Agreement in whole or in part when MCWN and the Service Provider agree that the continuation of the program objectives would not produce beneficial results commensurate with the further expenditure of funds. MCWN and the Service Provider shall agree upon termination conditions including the effective date and in the case of partial termination, the portion to be terminated. The Service Provider shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many

outstanding obligations as possible. MCWN shall allow full credit to the Service Provider for the MCWN share of the non-cancelled obligations, if properly incurred by the Service Provider prior to termination.

- B. **Suspension**. If the Service Provider fails to comply with the specific conditions and/or general terms and conditions of this Agreement, MCWN may, after written notice to the Service Provider, suspend this Agreement, withhold further payments and prohibit the Service Provider from incurring additional obligations of funds, pending corrective action by the Service Provider or a decision to terminate this Agreement. MCWN may determine to allow such necessary and proper costs which the Service Provider could not reasonably avoid during the period of suspension provided that MCWN agrees that such costs were necessary and reasonable and incurred in accordance with the provisions of this Agreement.

## 5.6 **Indemnification**

- A. **Non-governmental entities**. The Service Provider agrees to indemnify and hold MCWN, Chief Elected Official and/or the State of Illinois, and its officers, agents, or employees harmless from and against any and all claims, and actions, including but not limited to, attorneys' fees, costs and interest, based upon and arising out of any services performed under this Agreement, or disbursements of grant funds provided hereunder by the Service Provider and its officers, employees, agents, independent contractors, subcontractors, subrecipients, volunteers, or other associates. The Service Provider shall further indemnify and hold the McHenry County Workforce Network Board, the Chief Elected Official, and/or the State of Illinois and/or its officers, agents and employees harmless from and against any and all liabilities, demands, claims, damages, suits costs, fees and expenses incident thereto, for injuries or death to persons and for loss or damage to or destruction of property because of negligence, intentional acts or omissions on the part of Service Provider, its officers, employees, agents, independent contractors, subcontractors, subrecipients, volunteers or other associates, arising out of any services performed under this Agreement.

The Service Provider further agrees to indemnify, same and hold harmless the MCWN, Chief Elected Official, and its officers, agents and employees against any liability, including costs and expenses associated with the violation of general, proprietary rights, copyrights or rights of privacy of third parties arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data developed or furnished under this Agreement or any libelous or any unlawful matter contained therein.

- B. **Governmental Entities**. In the event that the Service Provider is a Governmental Entity, it will indemnify and hold harmless the MCWN as set out herein to the extent authorized by federal and/or state constitution(s) and/or laws.
- C. **Notice**. In the event that any demand or claim relating to the transactions or activities pursuant to this Agreement is made known to either party, MCWN and/or

the Service Provider will notify the other party to this Agreement in writing in an expedient manner.

**5.7 Modification By Operation Of Law; Discretionary Modifications; Budget Modifications**

- A. **Modifications by Operation of Law.** This Agreement is subject to such modifications as MCWN determines may be required by Federal or State law or regulations applicable to this Agreement. Any such required modification shall be incorporated into and be part of this Agreement as if fully set forth herein. MCWN shall timely notify the Service Provider of any pending implementation of or proposed amendment to such regulations of which it has notice.
- B. **Budget Modifications.** Budget modifications shall be made in accordance with any applicable provisions as specified elsewhere in this Agreement.
- C. **Discretionary Modifications.** If either MCWN or the Service Provider wishes to modify the terms of this Agreement other than as set forth in Sections A and B above, written notice of the proposed modification must be given to the other party. No modification will take effect until it is agreed to in writing by both MCWN and the Service Provider, except that if MCWN notifies the Service Provider in writing of a proposed modification without the prior written approval of the Service Provider, and the Service Provider fails to object in writing, specifying the reasons for the objections, within thirty (30) calendar days from the date of MCWN notice to the Service Provider of such proposed modification, the modification will be deemed to be approved by the Service Provider. The MCWN notice to the Service Provider shall contain the Service Provider name, Agreement number, modification number, purpose of the revision and signature of MCWN's director.

**5.8 Conflict of Interest; Interest of Public Officials/Employees; Bonus/Commission Prohibited; Hiring of State Employees Prohibited**

- A. **Conflict of Interest.** The Service Provider shall establish safeguards to prohibit officers, directors, agents and employees from using positions of employment for a purpose that is, or gives the appearance of, being motivated by a desire for a private gain for themselves or others, particularly those with whom they have family business or other ties.
- B. **Interest of Public Officials/Employees.** If the Service Provider is a local government, the Service Provider certifies that no officer or employee of the Service Provider and no member of its governing body and no other public official of the locality in which the program objectives will be carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such objectives shall participate in any decision relating to any agreement negotiated under a program grant which affects his/her personal interest or the interest of any corporation, partnership or association in which s/he is directly or indirectly interested, or has any financial interest, direct or indirect, in such agreement or in the work to be performed under such agreement.

If the Service Provider is a nongovernmental entity, such a financial interest is permissible provided full disclosure of said interest is made to MCWN in advance of any decisions relative to the award of an agreement giving rise to such interest and further provided that the officer, employee, or member of the governing body so affected shall remove himself or herself from the room during any discussion, deliberation and voting in connection with the awarding of such an agreement.

- C. **Bonus or Commission Prohibited.** The Service Provider shall not pay any bonus or commission for the purpose of obtaining approval of the application for the financial assistance provided for herein, or any other approval by MCWN which may be necessary in connection with carrying out the project objectives.
- D. **Hiring State Employees Prohibited.** No state officer or employee may be hired or paid with funds derived directly or indirectly through this agreement without the written approval of MCWN.

## 5.9 Applicable Statutes

- A. **Service Provider Responsibility.** All applicable federal, state and local laws, rules and regulations govern the performance required by Service Provider shall apply to this Agreement and will be deemed to be included in this Agreement the same as though written herein in full. Service Provider is responsible for ensuring compliance with all applicable laws, rules and regulations, including but not limited to those specifically referenced herein. Except where expressly required by applicable laws and regulations, MCWN shall not be responsible for monitoring Service Provider's compliance.
- B. **Land Trust/Beneficial Disclosure Act (765 ILCS 405/2.1).** No agreement award funds shall be paid to any trustee of a land trust, or any beneficiary or beneficiaries of a land trust, for any purpose relating to the land which is the subject of such trust, any interest in such land, improvements to such land or use of such land unless an affidavit is first filed with MCWN identifying each beneficiary of the land trust by name and address and defining such interest therein.
- C. **Historic Preservation Act (20 ILCS 3420/1 et.seq.).** The Service Provider will not expend funds under this Agreement which result in the destruction, alteration, renovation, transfer or sale, or utilization of a historic property, structure or structures, or in the introduction of visual, audible or atmospheric elements to a historic property, structure or structures, which will result in the change in the character or use of any historic property.
- D. **State of Illinois Discrimination Laws (775 ILCS 5/1-101, et.seq.).** In carrying out the performance required under this Agreement, the Service Provider shall comply with all applicable provisions of the Illinois Human Rights Act, and rules and regulations promulgated by the Illinois Department of Human Rights, prohibiting unlawful discrimination in employment. Service Provider's failure to comply with all applicable provisions of the Illinois Human Rights Act, or applicable rules and

regulations promulgated thereunder, may result in a determination that Service Provider is ineligible for future agreements with MCWN and this Agreement may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

- E. **Drugfree Workplace Act (30 ILCS 580/1, et.seq.).** Service Provider will make the certification required by this Agreement and will comply with all of the provisions of the Drugfree Workplace Act, which are applicable to the Service Provider. False certification or violation of the requirements of the Drugfree Workplace Act may result in sanctions including, but not limited to, suspension of grant payments, termination of this Agreement and debarment of contracting or grant opportunities with MCWN for at least one (1) year but not more than five (5) years.
- F. **Freedom of Information Act (5 ILCS 140/1 et.seq.).** Applications, programmatic reports, and other information obtained by MCWN under this Agreement shall be administered pursuant to the Freedom of Information Act. MCWN shall give Service Provider timely notice in the event it receives a request for information submitted by Service Provider relative to this Agreement.
- G. **Unemployment Insurance Act (820 ILCS 405/1900).** In the context of performance under this Agreement, the Service Provider will or may have access to documents, files, records or other information that is confidential within the meaning of Section 1900 of the Unemployment Insurance Act and agrees to comply with all provisions set forth in Section 1900 of said Act regarding nondisclosure of any such information, including penalties for noncompliance.

#### 5.10 Miscellaneous Provisions

- A. **Waivers.** A waiver of any condition of this Agreement must be requested in writing. No waiver of any condition of this Agreement may be effective unless in writing from the Director of MCWN.
- B. **Assignment.** The benefits of this Agreement and the rights, duties and responsibilities of the Service Provider under this Agreement may not be assigned (in whole or in part) except with the express written approval of MCWN acting through its Director. Any assignment by the Service Provider in violation of this provision renders this Agreement voidable by MCWN.
- C. **Severability Clause.** If any provision under this Agreement or its application to any person or circumstances is held invalid by any court of competent jurisdiction, this invalidity does not affect any other provision or its application of this Agreement which can be given effect without the invalid provision or application.
- D. **Integration Clause.** This Agreement, with attachments, as written, is the full and complete agreement between the parties and there are no oral agreements or understandings between the parties other than what has been reduced to writing herein.

- E. **DCEO Availability.** The Service Provider expressly understands that whenever applicable, a copy of this Agreement and any modification, cancellation or renewal will be made available to DCEO upon request.
- F. **Subcontract and Grants.** The Service Provider's services, duties and responsibilities specified herein shall not be subcontracted or subgranted by the Service Provider without prior written approval of MCWN unless such subcontracts or subgrants are provided for elsewhere in this Agreement. Any subcontracts or subgrants shall be subject to, and conform with all applicable State and Federal laws, and shall specifically provide that subcontractors or subgrantees are subject to all of the terms and conditions of this Agreement.

DRAFT



**Attachment A**  
Lobbying Certification

**CERTIFICATION REGARDING LOBBYING**

*Certification for Contracts, Grants, Loans, and Cooperative Agreements*

By accepting this grant, the signee hereby certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence 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.
2. 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 undersigned shall complete and submit the attached Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
3. The signer 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.C. 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.

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Service Provider/Contractor Organization

---

Contract Number

---

Name of Certifying Official

---

Date

---

Signature

**DISCLOSURE OF LOBBYING ACTIVITY**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB  
 0348-0046

**(See reverse for public burden disclosure.)**

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application b. initial award c. post-award	<b>3. Report Type:</b> <input type="checkbox"/> a. initial filing b. material change  <b>For Material Change Only:</b> year _____ quarter _____ date of last report _____
<b>4. Name and Address of Reporting Entity:</b>  <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known:  <b>Congressional District, if known: 4c</b>	<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b>   <b>Congressional District, if known:</b>	
<b>6. Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable: _____	
<b>8. Federal Action Number, if known:</b>	<b>9. Award Amount, if known:</b>  \$ _____	
<b>10. a. Name and Address of Lobbying Registrant</b> (if individual, last name, first name, MI):	<b>10. b. Individuals Performing Services</b> (including address if different from No. 10a) ( last name, first name, MI):	
<b>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than not more than \$10,000 and not more than \$100,000 for each such failure.</b>	Signature: _____  Print Name: _____  Title: _____  Telephone No.: _____ Date: _____	
<b>Federal Use Only:</b>		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

The disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

ATTACHMENT A  
**PROPOSAL COVER SHEET WITH VENDOR INFORMATION**

Name of Organization:	Bruce A. Bennett
Address:	1220 River Terrace Drive
City, State, Zip Code:	Johnsburg, IL 60051
Phone:	815-302-9552
Fax:	
Organization FEIN:	None - IRS Form W-9 will be furnished upon approval of my RFP response.
Project Contact Person and Title:	Bruce A. Bennett
Contact's Phone:	815-302-9552
Contact's email:	<a href="mailto:BABennett73@gmail.com">BABennett73@gmail.com</a>
Name/Title of Person Authorized to Negotiate Contract:	Bruce A. Bennett - Owner/Self
Phone and email:	815-302-9552 <a href="mailto:BABennett73@gmail.com">BABennett73@gmail.com</a>
Name/Title of Person Authorized to Sign Contract:	Bruce A. Bennett - Owner
Phone and email:	815-302-9552 <a href="mailto:BABennett73@gmail.com">BABennett73@gmail.com</a>

**Business Organization Identification**

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> Individual or Sole Proprietorship                                     | <input type="checkbox"/> Medical and Health Care Trust or Estate |
| <input type="checkbox"/> Partnership (list Names, Titles, Addresses of Principles/Partners as attachment) | <input type="checkbox"/> Nonprofit Corporation                   |
| <input type="checkbox"/> Corporation  | <input type="checkbox"/> 501c3 - US Internal Revenue Code        |
| <input type="checkbox"/> Government Entity  | <input type="checkbox"/> ServicesProviderCorporation             |
| <input type="checkbox"/> Real Estate Agent  |  |

I hereby certify that, to the best of my knowledge, this proposal is complete and complies with the requirements of the Request for Qualifications (RFP). The submission of this proposal has been authorized by the governing body of this organization. Under penalties of perjury, I certify that is my correct Federal Taxpayer Identification Number. I am doing business as a (Please check one):

Authorized Signature: Bruce A. Bennett Date: June 8, 2020

Enter your taxpayer identification number in the appropriate space. For individuals and sole proprietors, this is your social security number. For other entities, it is your employer identification number. Federal Employer Identification Numbers (FEINs) must not be used for sole proprietorships.

If you do not have a TIN, apply for one immediately. To apply, get form SS-5, Application for a Social Security Number Card (for individuals) from your local Social Security Administration, or form SS-4, Application for Employer Identification Number (for businesses and all other entities), from your local Internal Revenue office.

To complete the certification if you do not have a TIN, fill out the certification indicating that a TIN has been applied for, sign and date the form, and return it to this agency. As soon as you receive your TIN, sign and date the form, and give it to this agency.

If you fail to furnish your correct TIN to this agency, you are subject to an IRS penalty of \$50.00 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

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## Executive Summary

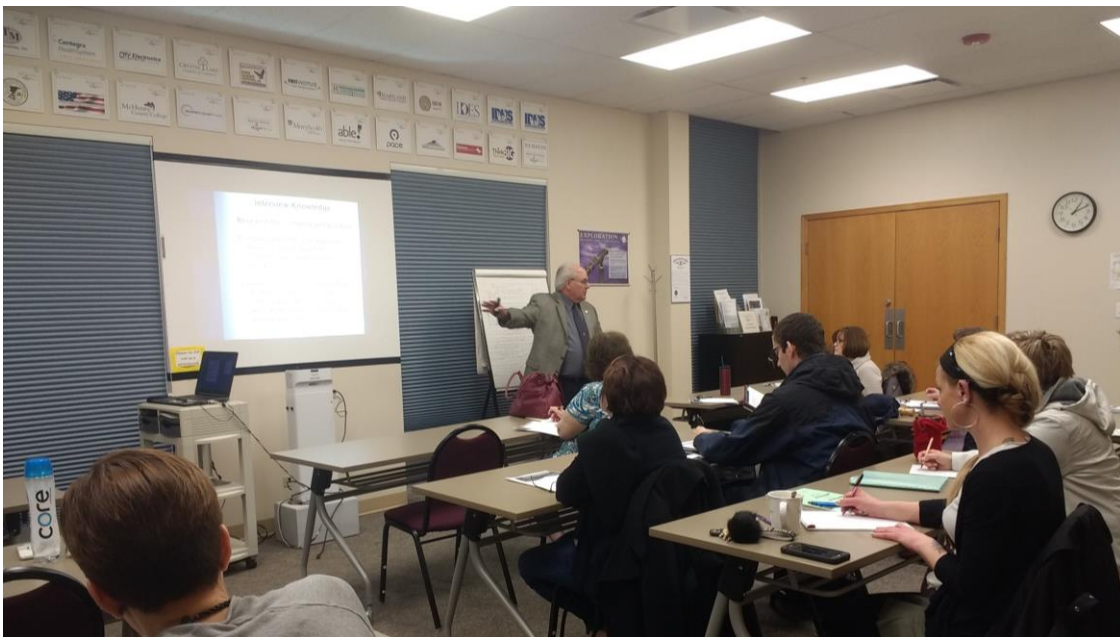
My career experience in training, supervision, and management enables me to guide people that are in career transition. I propose to invigorate the Network to Success Job Club (NTS) and provide additional consultation as needed for individuals that are struggling. NTS has been a favorite group of mine for over a decade.

I believe the NTS job club needs to offer an open environment where attendees can learn and share their experiences with career transition. The NTS job club needs to offer hope and help individuals through human interaction. I believe shorter topical presentations would facilitate more dialogue among the attendees. These discussions should help raise their confidence level and provide them the knowledge that they are not alone in their feelings.

Through the years I have developed many job search related presentations. These usually vary from an hour to two hours. See Appendix A for the list of the existing presentations. In addition to the ones that are listed, I intend to develop a Job Search for Over 50+ deck in the coming weeks.

In-person presentations are my preferred delivery method. The format allows for recognizing nonverbal communication while allowing me to quiz the audience to gain their participation. The current social distancing measures prohibit group meetings and dictate the format to be a virtual event. Fortunately, my professional work involved conducting online training and sales webinars. I am very confident with my online training and would utilize my Zoom Pro account for the sessions.

The NTS could start with a *Making Lemonade Out of Lemons* presentation to provide an understanding to people about their job loss. The presentation would be followed by a question & answer session and discussion about recent experiences. Each month a new topic would be presented from the list or a newly created one based on survey feedback.



Presenting *5 Keys to Impress a Hiring Manager* at the Network to Success Job Club April 10, 2019

## Appendix A List of available presentations by Bruce Bennett

**Effective Networking in Your Career** - Learn about social networking basics from the how, when, and where to network. The areas covered will include practical advice for your elevator speech, using social media, and finding events to put your new-found skills to practice. You will gain confidence from this session and be able to apply them for more effective networking.

**5 Keys to Impress a Hiring Manager** - Searching for a job and preparing for interviews go hand in hand. This presentation suggests five key areas to focus on for your next job interview. Learn how to demonstrate your knowledge of the company and its products. Understand how being confident in your abilities and the value of being actively engaged in your profession is a must. Additional topics include proving you are a problem solver with solid work examples and closing the sale.

**Using Social Media in Job Search** - The job search process has changed in the last several years & social media is a vital component. Learn where to find jobs and how to research your target companies using social media. In this informational session, see how to create a job search alert using LinkedIn and discover the uses of Twitter, Facebook, and other social media to find jobs.

**Building Confidence** - Everyone has doubts while they are in a job search. Learn how to strengthen your self-confidence in life and job search. The process begins with small steps and positive thinking that we will explore in the session. You can apply these principles throughout the days and weeks ahead to gain confidence from day to day.

**Making Lemonade Out of Lemons** - Or how to deal with Job Loss is a presentation that will address job loss and how to work through it. It identifies the stages of job loss that everyone goes through. Suggestions for getting on track with your job search should better equip you to move forward. The presentation emphasizes developing a positive mental attitude. The last portion will be about networking and incorporating social media into your job search.

**Portfolios** - Learn about what information that you can assemble to make a portfolio for your job search. We discuss the various documents and examples to include presenting to prospective employers.

**Resumes, Cover Letters, and Applying Online** - Not all resumes are created equal so learn about the do and don'ts of creating your resume. The presentation will cover building the elements of your resume. Every job application requires unique skills so learn ways to give you the best chance of success when applying for a new position. Learn how to take advantage of all the features when uploading a job application to a company's applicant tracking system.

**Guide to a Winning Interview** - Tips for a Winning Interview is an in-depth review of the interview process. Preparation is a key element to acing an interview. Learn the best approaches from the initial phone screen to the face to face meeting with the hiring manager. You will hear great answers to several standard questions, including the dreaded "Tell Me About Yourself".

**LinkedIn for Your Job Search** - This LinkedIn session is about using this great networking tool for job search. Topics include building your profile, developing your work experience, and understanding why a profile is more than a resume. Learn the different elements available on LinkedIn and how to create job search alerts. This confidence building workshop empowers you to create and market your skills & experience.

**LinkedIn Strategic Guidelines** - LinkedIn is a powerful tool for networking, research, and marketing yourself to clients and employers. This session teaches strategic practices for building your LinkedIn internet presence. The use of hashtags and ampersands will be covered as well as going mobile with the LinkedIn app.

## Information on Bidder



The majority of my professional career was in the Media and Marketing Research industries primarily at two companies: Nielsen Media Research and Synovate. Training others was always a vital function of my responsibilities throughout my career. At Synovate, my training skills were utilized for teaching vendors and clients our proprietary technology. I consider myself an early adopter of new technology, software, and social media. I know of the Workforce Innovation and Opportunity Act (WIOA) because of being in career transition and applying for the grant. Unfortunately, all the funds were expended so I was not a recipient.

I have been coaching people since 1998 but more formally starting in 2010. My primary work is performing PowerPoint presentations and secondarily working one on one with individuals. I work alone, except for the occasional joint program with Bruce Bixler, but he is not relevant to this RFP.

During a career transition in 1998, I learned about the professional job search process while working with an outplacement service. I utilized these concepts in my job search and shared them with many individuals during their career transitions. It became a passion of mine to pay it forward and help others.

In 2010 I started conducting workshops for the Harper College extension office at the Illinois Worknet Center in Arlington Heights as a contract employee. My supervisor, Diane Carter-Zubko, wanted a basic and an intermediate LinkedIn session to offer for people in transition. I prepared LinkedIn Basics to teach the new user how to sign up and navigate LinkedIn. The second workshop I designed was LinkedIn Basics and Best Practices. This session was designed to help the casual user to better understand the capabilities of LinkedIn and how to utilize it for their career transition. The sessions were scheduled in a computer lab so that it was a hands-on learning experience for the attendees. I conducted both classes every month for three years until federal government funding expired.

Concurrently at that time, I started volunteering at McHenry County Workforce Network doing mock interviews and occasional presentations for the Network to Success Job Club. Linda Kasprzak, my mentor, always provided positive feedback on my ability to do mock interviews and conduct presentations. The sessions provided me immense satisfaction because I was able to help people understand their skills and how to relay that knowledge in an interview situation. Linda complimented me on being able to help a variety of people and provide them honest feedback on how to improve their responses.

Over the next several years, I conducted presentations on several topics for other colleges and libraries – Resumes and Cover Letters, Keys to a Successful Interview, Using Social Media in Job Search, and LinkedIn Basics and Best Practices. Since LinkedIn and job search elements are constantly changing, I make a practice of updating my presentation slides so they are current. Another venue for my teaching



LinkedIn is teaming up with Bruce Bixler. We usually offer a training day with a morning and afternoon session. Typically, we rent room facilities from a library and market our sessions.

I have conducted three job search webinars since April 2020 for the St. Joseph's Employment Ministry. The feedback from these was very positive. The attendees were impressed at the knowledge I was able to offer in just two hours. Dan Barber, St Joseph's Steering Committee, wrote "*Bruce, thanks much for presenting you Interviewing material via ZOOM tonight. You more than covered all the essential elements for successful interviews, and we are certain that our "sheltering in place" job seeking attendees benefited greatly from your advice and comments.*"

Eva Locke, Supervisor at the Lake County Job Center, posted this recommendation on my profile in October of 2017 after my first presentation for the Job Center of Lake County. "*I coordinate guest speaker workshops on behalf of the Job Center of Lake County. Bruce gave a memorable presentation for our customers regarding LinkedIn last week in Grayslake. This was one of the best presentations that I have seen on this topic. Bruce has a clear speaking style and established a strong rapport with the audience of 20+ attendees. He responded to questions while keeping the presentation on track. The presentation included specific examples of the latest updates to LinkedIn. I appreciate the passion that he brings to public speaking!*" Several more recommendations can be found on my LinkedIn profile: [www.linkedin.com/in/bruceabennett](http://www.linkedin.com/in/bruceabennett)

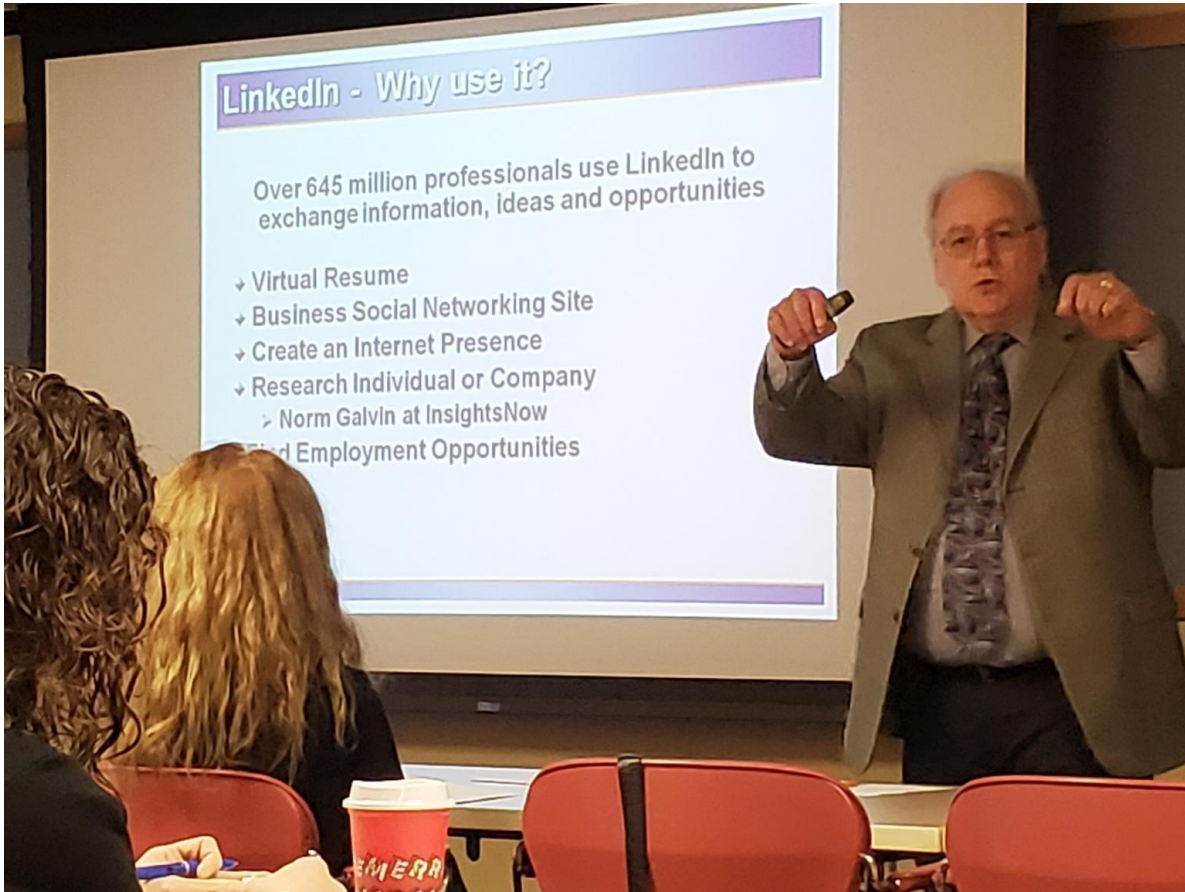
On April 11<sup>th</sup>, 2018 I presented to the Network to Success job club. Here are comments from the evaluation forms after the session for the question "What did you like the most about this seminar/workshop?"

- *Great with answering questions, very helpful*
- *Presented well, interaction with audience*
- *I learned how to make a strong network and what employers are searching for*
- *Good info in a short amount of time*
- *Received valuable information on how to use LinkedIn*
- *Complete run through of a profile including pull down screens*

My style of presenting is engaging and interactive. I allow for attendees to ask questions throughout my presentation. However, if questions are not quickly forthcoming, I will start asking questions to engage the attendees. I am a strong believer of the Chinese proverb "*You give a poor man a fish and you feed him for a day. You teach him to fish and you give him an occupation that will feed him for a lifetime.*" I like to ensure that people understand the material and concepts I am presenting.

I believe the timing will vary from month to month. I intend to spend 1.5 hours in preparation before the NTS event and 2 hours for the session. The timing of the series is ready to launch except for the Job Search for Over 50+ presentation. I intend to create it by mid-July Typically, I review a deck before presenting it to ensure the slides are up to date as possible. Usually, it only takes one or two hours for updating a few slides. You may review previous presentations on my SlideShare uploads here: <https://www.slideshare.net/BruceBennett3>

Another example of my demonstrated effectiveness for the project is I was a Co-Facilitator of the Crystal Lake Public Library Job Club from September 2011 through May 2013. Although I did present a few times, my main function was to facilitate discussion after a presentation and encourage networking.



Presenting *Using Social Media in Job Search* at Crystal Lake Public Library on January 24, 2020

McHenry County Workforce Network  
 Career Services  
 RFP # PY2020.001

ATTACHMENT B  
**REFERENCES**

Organization Name	Harper College – Extension Office in IDES		
Address	723 W Algonquin Rd,		
City, State, Zip Code	Arlington Heights, IL 60005		
Telephone Number	(847) 758-2372		
Contact person & email	Diane Carter-Zubko <a href="mailto:dcarterz@harpercollege.edu">dcarterz@harpercollege.edu</a>		
Dates of Service	2010 – 2013	# of Employees	Unknown
Organization Name	McHenry County Workforce Network		
Address	500 Russel Court		
City, State, Zip Code	Woodstock, IL 60098		
Telephone Number	815-334-2785		
Contact person & email	Jake Rohn - <a href="mailto:JMRohn@co.mchenry.il.us">JMRohn@co.mchenry.il.us</a>		
Dates of Service	2016 – Present	# of Employees	Unknown
Organization Name	McHenry County Workforce Network		
Address	500 Russel Court		
City, State, Zip Code	Woodstock, IL 60098		
Telephone Number	815-455-1398		
Contact person & email	Linda Kasprzak – Retired		
Dates of Service	2010 – 2016	# of Employees	Unknown
Organization Name	Lake County Workforce Development		
Address	1 N Genesee Street		
City, State, Zip Code	Waukegan, IL 60085		
Telephone Number	847-377-3431		
Contact person & email	Maureen A. Mueller - <a href="mailto:mmueller@lakecountyil.gov">mmueller@lakecountyil.gov</a>		
Dates of Service	2017 – 2018	# of Employees	Unknown
Organization Name	Hobknobery - <a href="http://www.hobknobery.com/">http://www.hobknobery.com/</a>		
Address	144 E Heatherlea Drive		
City, State, Zip Code	Palatine, IL 60067		
Telephone Number	224-221-9700		
Contact person & email	Bruce Bixler		
Dates of Service	2010 – Present	# of Employees	One

## Narrative Description

The first Network to Success (NTS) Job Club meeting can begin on July 15, 2020. The scheduling can be flexible but I propose a Wednesday afternoon session. The decks would be made available to the attendees via SlideShare or my LinkedIn profile. Once the social distancing scenario ceases, I could provide the PowerPoint presentations to my contact at the MCWN center for printing before the scheduled in house workshop.

I can incorporate advance registration for the NTS Zoom meetings and track attendance for the duration of the social distancing measures. Once the office is open to the public, I would arrive a half-hour before the session to check-in and set up the room. Ideally, people will be on time, but I will allow for late arrivals after the session has started. The handouts would be distributed before the session begins for taking notes.

A feature that Zoom offers is a poll. I believe it would be beneficial to poll the attendees on what topics they may want to learn. One event that I know has been well received is the local Hiring Managers Panel. It is a great format and provides an opportunity for job seekers to hear directly from companies.

Most monthly meetings will be conducted with a topical PowerPoint presentation. I design the sessions for interaction and encourage questions to ensure people are following along. I also ask questions from time to time to verify individuals comprehend the material. Here is a potential schedule for consideration.

July 15, 2020 - Making Lemonade Out of Lemons  
August 19, 2020 - Building Confidence  
September 16, 2020 - Portfolios  
October 21, 2020 - Job Search for Over 50+  
November 18, 2020 – Human Resources Directors/Recruiters Panel Discussion  
December 16, 2020 - Effective Networking in Your Career  
January 20, 2020 - Making Lemonade Out of Lemons  
February 17, 2020 - Using Social Media in Job Search  
March 17, 2020 - 5 Keys to Impressing a Hiring Manager  
April 21, 2020 - Elevator Speech or Tell Me About Yourself  
May 19, 2020 - Building Confidence  
June 16, 2020 - Inventory Your Skills

The tentative schedule occurs on the 3<sup>rd</sup> Wednesday of the month. I envision the NTS events being scheduled as a two-hour event. Announcements should start the meeting before proceeding with the topic of the day. Announcements ideally will include upcoming workshops, events, and recognizing individuals who have landed within MCWN confidentiality guidelines. Once the topic presentation is completed, I would start the networking session by asking various questions, e.g.:

- Did anyone have a phone screen?
- Did anyone have a face to face interview? Or a panel interview? Or a virtual interview with on Zoom?
- Anyone apply online this week and have an issue?
- Who made a new network connection?

The presentations listed here are my suggestions The MCWN Board can recommend or suggest other or additional topics. The schedule can be modified as well.

# Certifications

ATTACHMENT C

## CONDITIONS/ASSURANCES

In submitting this proposal, the respondent must agree to follow and abide by the conditions/assurances stated below. Please read each item carefully and sign where indicated.

***Include this section in your submission.***

- 1) MCWN Board reserves the right to reject any and all proposals which are not complete or not prepared in accordance with RFP guidelines.
- 2) MCWN Board retains the right to accept or reject any or all proposals received in whole or in part, to negotiate with any qualified sources, or to conceal in whole or in part proposals if it is in the best interest of MCWN Board to do so. MCWN Board will require selected respondents to participate in contract negotiations should they be necessary.
- 3) The submission of a proposal does not commit MCWN Board to award a contract or to pay any costs incurred in the preparation of a proposal, or to procure or contract for services or supplies prior to the issuance of a signed contract.
- 4) The contents of proposals submitted will become part of any contract award.
- 5) Proprietary rights to all products, data, materials, and documentation originated and prepared pursuant to a contract shall belong exclusively to MCWN Board.
- 6) Contractors will be prohibited from disseminating products developed under contract with MCWN Board without prior written consent.
- 7) Contractors must participate in project reporting, evaluation, and monitoring required or conducted by MCWN Board.
- 8) Contractors will be required to adopt the MCWN Board Grievance Procedures.
- 9) The Contractor shall operate and comply with the project described in the proposal, which will be included as a part of the contract. Any deviation from the project as defined in this proposal must be approved in writing by MCWN Board. Failure to gain such written approval shall constitute breach of contract. In the event of breach of contract, MCWN Board reserves the right to impose sanctions as deemed appropriate.
- 10) All funds received pursuant to this contract must be used exclusively for the proposed project. Any expenditures or performances that exceed those agreed to in the contract are the sole responsibility of the contractor and shall not entitle him/her to additional payments or benefits.
- 11) The Contractor shall inform MCWN Board in writing regarding the receipt of additional funding that may have an effect upon the provision, quality, or costs of providing services under this contract. MCWN Board retains the right to disapprove or renegotiate project costs based upon receipt of this information.
- 12) The Contractor agrees to permit MCWN Board or any of its authorized agents full access to and the right to examine any pertinent books, documents, papers, and records involving transactions related to the funding of this project as often as deemed necessary.

- 13) The Contractor must agree to hold MCWN Board and the Federal and State Governments harmless from liabilities arising from bodily injury, illness or damage of losses to person or property, or claims arising out of any activity under a WIOA contract.
- 14) The Contractor agrees to maintain record confidentiality as required. The Contractor also agrees to retain all records pertinent to this project for a period of five (5) years from the date of final contract payment or until pending matters of litigation, audit, or other related claims are resolved. This includes but is not limited to financial, statistical and participant records and supporting documentation.
- 15) The Contractor must be able to maintain control over the accountability for all WIOA funds received. The Contractor's financial management system must be able to provide for accurate, current, and complete disclosure of all project costs/expenditures.
- 16) The Contractor certifies that it possesses the legal authority to apply for WIOA funds, enter into any contract awarded and execute the proposed project.
- 17) The contracting organization agrees to comply with all Federal and State non-discrimination provisions. Specifically, upon receiving funding under the WIOA program, the contractor agrees that it will not discriminate on the basis of race, color, creed, religion, age, sex, physical or mental ability, marital status, arrest or conviction records (whenever appropriate), national origin, political affiliation, veteran status, or for persons with AIDS or HIV infection.
- 18) The Contractor agrees to meet all of the requirements or Section 504 of the Rehabilitation Act of 1973.
- 19) The Contractor agrees to meet all applicable labor laws, including Child Labor Law standards.
- 20) The Contractor affirms that it is not on any Federal, State of Illinois or local Debarment List.
- 21) This program is subject to the provisions of the "Jobs for Veterans Act", Public Law 107-288, which provides priority of service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services in any job-training program directly funded, in whole, or in part by the Department of Labor. Please note that, to obtain priority service, a veteran must meet the program's eligibility requirements. ETA Training and Employment Guidance Letter (TEGL) No. 5-03 (September 16, 2003) provides general guidance on the scope of veterans priority statute and its effect on current employment and training programs.
- 22) Any non-expendable personal property (equipment and other personal property of a tangible nature having a useful life of more than one (1) year and having an acquisition cost of \$300.00 or more) to be purchased with funds from this grant **must** be approved by MCWN Board **prior** to purchase. The item(s) remains the property of MCWN Board and is subject to MCWN Board inventory controls. This includes items such as computers, software, printers, and furniture. Upon completion of the grant, this equipment will be retrieved by MCWN Board.

Bruce A. Bennett

June 8, 2020

Signature

Date

Bruce A. Bennett

Owner/Self

Name of Authorized Representative

Title

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## INSTRUCTIONS FOR CERTIFICATION

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1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the Department of Labor=s (DOL) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the DOL determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the DOL may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DOL if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. 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 the rules implementing Executive Order 12549. You may contact the DOL for assistance in obtaining a copy of those regulations.
6. The prospective primary participant 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.
7. The prospective primary participant 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,” provided by the DOL, without modification, in all lower tier-covered transactions and in all solicitations for lower tier-covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties From Procurement or Non-procurement Programs.
9. 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.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier-covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may terminate this transaction for cause of default.

ATTACHMENT D  
**STATE OF ILLINOIS REQUIRED  
CERTIFICATIONS**

The Grantee makes the following certifications as a condition of this Agreement. These certifications are required by State statute and are in addition to any certifications required by any federal funding source as set forth in this Agreement. Grantee's execution of this Agreement shall serve as its attestation that the certification made herein are true and correct.

**6.1 Compliance with Applicable Law.** The Grantee certifies that it shall comply with all applicable provisions of Federal, State and local law in the performance of its obligations pursuant to this Agreement.

**6.2 Unemployment Insurance.** Grantee certifies that:

It has an Illinois Unemployment Insurance Account Number and that said number is \_\_\_\_\_ or

It does not have an Illinois Unemployment Insurance Account Number for the following reason(s):

If the Grantee has an Illinois Unemployment Insurance Account Number, it certifies that it is not delinquent in the payment of Unemployment Insurance contributions, payments in lieu of contributions, penalties and/or interest, nor does it owe any sums to the Department of Employment Security because of overpaid unemployment insurance benefits. Grantee further certifies that Grantee's Federal Employer Identification Number (FEIN) set forth in the Notice of Grant Award is the same number that Grantee has supplied to IDES for unemployment insurance purposes. If, for any reason, the FEIN the Grantee has supplied for unemployment insurance purposes changes, the Grantee will immediately notify the Department of Employment Security of the new FEIN, in writing, by tele-facsimile sent in care of the Office of Legal Counsel at (312) 793-2164, with such notice to include reference to the Grant number assigned to this Grant Agreement; upon receipt of such notice, all further payments under this grant shall be processed under the new FEIN. Grantee hereby acknowledges that to the extent allowable by applicable federal laws and regulation, the State shall have the right and the Grantee authorizes the State to withhold from any sum or sums due otherwise payable pursuant to this Grant Agreement the overpaid benefits under the Unemployment Insurance Act, and may apply the amount so withheld toward satisfaction of any such past due contributions, payments in lieu of contributions, penalties and/or interest or overpaid benefits.

**6.3 Bid-Rigging/Bid-Rotating.** The Grantee certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961 (720ILCS 5/33 E-3 and 5/33 E-4).

**6.4 Default on Educational Loan.** The grantee certifies that this Agreement is not in violation of the Educational Loan Default Act (5 ILCS 385/3) prohibiting certain contracts to individuals who are in default on an educational loan. 25



**6.5 Americans with Disabilities Act.** The Americans with Disabilities Act (ADA) (42 U.S.C. 12101 et. seq.) and the regulations thereunder (2 CFR Part 200 and 2900) prohibit discrimination against persons with disabilities by the State, whether directly or through contractual arrangements, in the provision of any aid, benefit or service. As a condition of receiving this grant, the Grantee certifies that services, programs and activities provided under this Agreement are, and will continue to be, in compliance with the ADA.

**6.6 Drugfree Workplace Act.** The Grantee certifies that:

- A)  It is a Corporation, Partnership, or other entity (other than an individual) with 24 or fewer employees at the time of execution of this Agreement.
- B)  That the purpose of this grant is to fund solid waste reduction.
- C)  It is a Corporation, Partnership, or other entity (other than an individual) with 25 or more employees at the time of execution of this Agreement, or
- D)  That it is an individual.

If Option "A" or "B" is checked, this Agreement is not subject to the requirements of the Act.

If Option "C" or "D" is checked and the amount of this grant is five thousand dollars (\$5,000.00) or more, the Grantee is notified that the Drugfree Workplace Act (30 ILCS 580/1 et. seq.) is applicable to this Agreement, and the Grantee must comply with the terms of said Act, as set forth below:

Grantee will provide a drugfree workplace by:

- (a) Publishing a statement:
  - (i) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the Grantee's workplace.
  - (ii) Specifying the actions that will be taken against employees for violations of such prohibition.
  - (iii) Notifying the employee that, as a condition of employment on such grant, the employee will:
    - (A) abide by the terms of the statement; and
    - (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- (b) Establishing a drugfree awareness program to inform employees about:
  - (i) the dangers of drug abuse in the workplace; 26
  - (ii) the Grantee's policy of maintaining a drugfree workplace;
  - (iii) any available drug counseling, rehabilitation and employee assistance programs; and
  - (iv) the penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the granting agency within ten (10) days after receiving notice, under Part (B) of paragraph (iii) of subsection (a) above, from an employee or otherwise receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in, a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by Section 5 of the Drugfree Workplace Act, 30 ILCS 580/5.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation are required and indicating that a trained referral team is in place.

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of the Drug-free Workplace Act, 30 ILCS 580/5.

If Grantee is an individual, it certifies that it will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of this Agreement.

**6.7 Anti-Bribery.** The Grantee certifies that neither it nor its employees have been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois, nor has Grantee or any of its employees made an admission of guilt of such conduct which is a matter of record as defined in the Illinois Procurement Code (30 ILCS 500 et. seq.).

**6.8 Discrimination/Illinois Human Rights Act.** The Grantee certifies (i) that it will not commit unlawful discrimination in employment in Illinois as that term is defined in Article 2 of said Act; (ii) that it will comply with the provisions of Article 5 of the Act regarding equal employment opportunities and affirmative action; and, (iii) that it will comply with policies and procedures established by the Department of Human Rights under Article 7 of the Act regarding equal employment opportunities and affirmative action. The Grantee further certifies that, if applicable, it will comply with “An act to prohibit discrimination and intimidation on account of race, creed, color, sex, religion, physical or mental handicap unrelated to ability or national origin in employment under contracts for public buildings or public works.” (775 ILCS 10/0.01 et. seq.).

**6.9 Sexual Harassment.** The Grantee certifies that it has written sexual harassment policies that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the Grantee’s internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and the Human 27 Rights Commission; (vi) directions on how to contact the Department and Commission and, (vii) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act (775 ILCS 5/2-105 (B)(5)). A copy of the policies shall be provided to the Department upon request.

**6.10 International Anti-Boycott Certification.** The Grantee hereby certifies that neither the Grantee nor any substantially owned affiliate company of the Grantee is participating or will participate in an international boycott, as defined by the provisions of the U.S. Export Administration Act of 1979, or as defined by the regulations of the U.S. Department of Commerce, promulgated pursuant to that Act (30 ILCS 582/1 et. seq.). 28

ATTACHMENT E  
**CERTIFICATION REGARDING LOBBYING  
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND  
COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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.

(2) 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 loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, A Disclosure Form to Report Lobbying@, in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all\* sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all\* sub-recipients 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 \$100,000.00 for each such failure.

Bruce A. Bennett

\_\_\_\_\_  
Grantee/Contractor Organization  
Bruce A. Bennett

\_\_\_\_\_  
Name of Certifying Official  
Bruce A. Bennett

\_\_\_\_\_  
Signature  
June 8, 2020

\_\_\_\_\_  
Date

\*Note: In these instances, "All", in the Final Rule is expected to be clarified to show that it applies to covered contract/grant transactions over \$100,000.00 (per OMB).

ATTACHMENT F  
**CERTIFICATION REGARDING  
DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS  
PRIMARY COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 2 CFR Part 200 and 2900, Participants responsibilities. The regulations were published as part of the Federal Register published on December 26, 2013.

**(BEFORE SIGNING CERTIFICATION, READ ATTACHED INSTRUCTIONS WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION)**

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) have not within a three-year period preceding this proposal been convicted of or had a civil judgement 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) contract 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;

(c) are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in This certification, such prospective participant shall attach an explanation to this proposal.

Bruce A. Bennett      Owner/Self

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Name and Title of Authorized Representative

Bruce A. Bennett

June 8, 2020

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Signature

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Date

ATTACHMENT G

## COST INFORMATION

Please include the completed Fiscal Questionnaire and all Budget Worksheets with your proposal. Specific instructions are provided on appropriate forms.

### FISCAL QUESTIONNAIRE

1. Name/Title of person(s) responsible for bookkeeping, billing, record-keeping and reporting relative to this project:

Name: Bruce A. Bennett Title: Owner/Self

Name: \_\_\_\_\_ Title: \_\_\_\_\_

2. Are all persons responsible for fiscal matters bonded?  Yes  No

If "yes", name of bond carrier: \_\_\_\_\_

3. Has any officer of your agency ever been convicted of fraud or embezzlement?  Yes  No

If "yes", please explain: \_\_\_\_\_

4. Does your agency have written guidelines for fiscal management?  Yes  No

5. List the control ledgers/journals and any subsidiary registers or books of accounts used by your agency:

Quickbooks Desktop Pro 2018.

6. Does your agency maintain a general liability or other type of insurance policy that will hold MCWN Board harmless from liabilities arising from bodily injury, illness, or other damages or losses of person or property, or any claims arising out of any activity under a WIA contract or agreement?

Yes  No

7. Does your organization have a financial management system in place to track and record the grant expenditures? (Example: QuickBooks, Sage MIP etc....)

Yes  No

How long has this system been used at your organization? 14 years

8. Does the accounting system segregate receipts and expenditures separately for each grant/award provide for the recording of expenditures by budget cost categories?

Yes  No

9. Does your organization have a cost allocation plan that complies with the OMB Uniform Guidance 2 CFR 200.27?

Yes  No

10. Were there findings/violations in your organizations most recent monitoring /single audit?

Yes  No

If yes, please attach your response to those findings and your corrective actions.

**BUDGET WORKSHEET**

**PRICE QUOTE**

**McHENRY COUNTY Career Services**

The quote will consider all costs (labor, material, overhead, administration, profit, travel, etc.) associated with providing the services listed in this RFP. (Please attach additional sheets if necessary)

Action Item	Proposed Price	Number of Hours
Twelve NTS Sessions	\$3600	24
Preparation time for 12 sessions	\$1800	18
<b>TOTAL:</b>	<b>\$5,400</b>	<b>42</b>

Please indicate any hourly rates for services that may not be included in the original scope of the RFP. (Please indicate below the positions and hourly rates.)

Position	Rate for Service
Owner	\$100 an hour

Please delineate any services out of scope for the preparation of the Career Services that may not be included in the original scope of the RFP.

Service	Proposed Price
A new presentation designated by the MCWN board for the program	\$1000
The proposed price includes R&D and designing slides for NTS session.	

Since this will be a 1099 contract position, I will submit a W-9 if awarded the contract

I will produce an invoice for the completed workshops monthly. My invoicing terms are due on receipt.