

**SOUTHEAST KANSASWORKS**

**Request for Proposals**

**For**

**Workforce Innovation and Opportunity Act**

**Area V Youth Program**

**Targeted Pre-Apprenticeship Training**

**Issued: June 9, 2017**

**BIDS DUE: JUNE 23, 2017, 12:00 PM (NOON)**

**Southeast KANSASWORKS Administrative Office**

**215 W. 6th Ave., Suite 104**

**Emporia, KS 66801**

## GENERAL INFORMATION

#### Services Solicited

Southeast KANSASWORKS, Inc. is one of five Workforce Development Boards in Kansas designated by the Governor under the Workforce Innovation and Opportunity Act. The Southeast Kansas Local Area V workforce center system is designed to provide a full range of services and assistance to job seekers and employers under one roof.

Established under the Workforce Innovation and Opportunity Act (WIOA) (http://www.doleta.gov/programs/factsht/wialaw.cfm), our centers offer referrals to employment, work-based learning opportunities, career counseling, job listings, recruitment and incentive services to employers, access to training programs and similar employment-related services to unemployed, underemployed and employed individuals seeking to advance in their career, dislocated workers and both in-school (ISY) ages 16-21 and out-of-school youth (OSY) ages 16 to 24.

The purpose of this document is to provide interested parties with information to enable them to prepare and submit a bid. The objective of this Request for Proposals (RFP), is to solicit short-term training opportunities for WIOA OSY in targeted locations in the 17 county area. The training should target demand occupations available in Southeast Kansas and should be existing, off-the-shelf training delivered in condensed format (30-40 hours a week). Pre-apprenticeship training is preferred but not required. The training will occur between June 30, 2017 and no later than June 30, 2018.

## RFP Schedule

|  |  |
| --- | --- |
| Friday – June 23, 2017   | Sealed bid proposals are due at 215 W. 6th Ave, Suite 104, Emporia, KS 66801 by 12:00 p.m. Bids will be logged and reviewed by staff for minimum requirements.  |
| Thursday, June 29, 2017Friday, June 30, 2017 | Bidders will be notified of results.Contract Effective.  |
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1. **Introduction**

This RFP was prepared based upon the Workforce Innovation and Opportunity Act of 2014 and associated U.S. Department of Labor’s Regulations and guidance. This Federal law was implemented to consolidate, coordinate, and improve employment, training, literacy, and vocational rehabilitation programs in the United States. WIOA provides the framework for a national workforce preparation system that is flexible, responsive, customer-focused, and locally managed. Mandatory core program partners include Adult, Dislocated Worker, Youth, Wagner-Peyser, Adult Education and Literacy, and Vocational Rehabilitation, along with required partners specified in the Act. Bidders are strongly encouraged to read Training and Employment Guidance Letter 04-15 issued by the U.S. Department of Labor that outlines the vision for the One-Stop system under WIOA.

The three hallmarks of WIOA include:

* The needs of businesses and workers drive workforce solutions, and local boards are accountable for this within the communities they serve.
* One-Stop Centers provide excellent customer-centric services and focus on continuous improvement.
* The workforce system supports strong regional economies and plays an active role in community and workforce development.

WIOA is built around the following key principles:

* Increase access and opportunity, particularly for those individuals with barriers to employment, to ensure success in the labor market.
* Support the alignment of workforce investment, education, and economic development systems in support of a comprehensive, accessible, and high-quality workforce development system.
* Improve the quality and labor market relevance of workforce investment, education, and economic development efforts to provide workers with the skills and credentials necessary to secure and advance in employment with family-sustaining wages, and to provide employers with the skilled workers they need to succeed in a global economy.
* Promote improvement in the structure and delivery of services to better address the employment and skill needs of workers, jobseekers, and employers.
* Increase the prosperity of workers and employers and the economic growth of communities, regions, and states, and the global competitiveness of the United States.
* Provide workforce investment activities, through statewide and local workforce development systems, that increase the employment, retention and earnings of participants, and increase attainment of recognized postsecondary credentials by participants.

Southeast KANSASWORKS, Inc., is a private not-for-profit corporation formed under 501(c)(3) of the Internal Revenue Code. Southeast Kansas (Local Area V) is a 17-county area composed of mostly rural area. There are no cities in the region with more than 25,000 people. Local Area V, through the direct services model, currently serves as the One-Stop Operator and provides all WIOA Adult, Dislocated Worker, Youth, Wagner-Peyser, and TAA services throughout the local area.

The Local Area V Workforce Development Board (Board) oversees the Workforce Innovation and Opportunity Act (WIOA) funds for the following 17 counties in Southeast Kansas: Allen, Anderson, Bourbon, Chautauqua, Cherokee, Coffey, Crawford, Elk, Greenwood, Labette, Linn, Lyon, Miami, Montgomery, Neosho, Wilson and Woodson. Currently, the Chief Elected Official Board and Local Workforce Development Board serve as the Grant Recipient, Administrative Entity, One-Stop Operator, and, Service Provider for WIOA funded Youth, Adult, and Dislocated Worker Services. Allen, Gibbs and Houlik L.C (AGH) serves as the fiscal agent.

**Our Vision**

Our vision is to ensure all residents of Southeast Kansas, particularly those with barriers to employment, will have access to innovative workforce services, integrated training and education programs, and direct support services. Collaboration between Core Partners will provide the required knowledge, skills, and credentials necessary for securing sustainable employment that strengthens the local economy and meets the needs of our local business community.

**Our Goals**

**Goal 1:** Foster a dynamic, integrated, and ever-improving workforce development system in which employers and individuals have ready access to a network of information and services responsive to their unique employment needs.

* LAV WDB V will strategically align its workforce development programs to ensure that employment and training services provided by the core programs identified in the Workforce Innovation and Opportunity Act (Workforce Development, Wagner-Peyser, Vocational Rehabilitation and Adult Education) are coordinated and complementary so that job seekers acquire skills and credentials that meet employers’ needs.
* LAV WDB V will improve services to employers and continue to promote work based training to ensure that our services are employer driven and contribute to the economic growth and business expansion in our community.
* LAV WDB V will continue to foster regional collaboration and alignment between this region’s workforce development programs and economic development organizations to meet the needs of local and regional employers.
* Provide a ‘No Wrong Door’ approach to services by providing customers with easy access to information throughout the system.

**Goal 2**: Provide local area residents with access to the literacy, education, vocational rehabilitation programs, and workplace skills necessary for self-sufficient employment and advancement.

* LAV WDB V will work with our core program partners to facilitate the development of career pathways, especially within targeted industry sectors, as a strategy to help individuals of all skill levels, including those with disabilities to complete the education and training they need to obtain industry recognized credentials and to meet the skills requirement of businesses and in-demand industries and occupations.
* LAV WDB V will improve services to individuals with disabilities to increase their access to high quality workforce services and prepare them for competitive integrated employment.
* Promotes the integration of adult education with occupational education and training to emphasize activities within basic skills and literacy programs that increase an individual’s ability to transition to postsecondary education and obtain employment.
* Provide education and training activities that effectively use technology, including distance learning, linked social media, telephone, instant messaging and video chat to increase the amount and quality of learning.
* LAV WDB V will reinforce connections with registered apprenticeship and pre apprenticeship programs as these programs are proven models that provide workers with career pathways and opportunities to be earned while they learn.

**Goal 3**: Empower Southeast Kansas youth with the knowledge, skills, and behaviors necessary for employment and economic independence in high-skilled, high-wage careers, and lifelong learning.

* Encourage paid work based learning experiences for Youth so that may explore career options, develop universal, interpersonal and customer service skills needed in the workplace, and become self-reliant through employment as adults.
* LAV WDB V will increase the use of proven service delivery models and best practices in serving disconnected youth and other vulnerable populations.
* LAV WDB V will continue to further strengthen and improve coordinated delivery of services with the Job Corps Program.

**Goal 4**: Implement an operational, system-wide set of performance measures to monitor, evaluate, and improve the effectiveness and accountability of employment, education, and training programs.

* LAV WDB V will streamline and strengthen the strategic role of the Board so that it can provide continuous improvement that is supported through evaluation, accountability, identification of best practices, and data driven decision-making.
* LAV WDB V will support regional economic growth and economic self-sufficiency by ensuring that its employment and training programs and activities are designed and implemented, in coordination with its core program partners, to meet and/or exceed the primary indicators of performance.

For more information:

* Southeast KANSASWORKS, Inc. - [www.sekworks.org](http://www.sekworks.org).
* LAV WIOA Local Plan: <http://sekworks.org/wp-content/uploads/2016/04/LA-V-Local-WIOA-Plan-160408-1-2.pdf>

## IV. Purpose of RFP and Contract Period

#### Purpose

The purpose of this document is to provide interested parties with information to enable them to prepare and submit a bid. The objective of this Request for Proposal (RFP), is to solicit short-term training opportunities for WIOA Out of School Youth in targeted locations in the 17 county area. The training should target demand occupations available in Southeast Kansas and should be existing, off-the-shelf training delivered in condensed format (30-40 hours a week). Pre-apprenticeship training is preferred but not required. The training will occur between July 1, 2017 and no later than June 30, 2018.

 **Contract Period**

The period of performance under this proposal is June 30, 2017 through June 30, 2018

##

## Bid Procedures and Instruction

Potential bidders must submit one original, marked as such, and one electronic copy for acceptance of their bid by 12:00 PM (noon), June 23, 2017. Bids must be received at the Southeast KANSASWORKS Administrative Office, 215 W. 6th Ave., Suite 104, Emporia, KS 66801 to the attention of Dana Markowitz. Hardcopies can be delivered to the office in person or by mail. Electronic submissions are acceptable. Send electronic submissions to dmarkowitz@sekworks.org.

Southeast KANSASWORKS, Inc. is not liable for any cost incurred by a bidder in the process of responding to this RFB. All responses will become the property of Southeast KANSASWORKS, Inc. and will be a matter of public record subsequent to the award of the Contract or rejection of the bid.

Format of the bid:

No paperwork or form is provided by Southeast KANSASWORKS, Inc. for the bid. Instead, bidders are asked to prepare their bids in a format that they believe best conveys the details of their offering.

As a general guideline in preparing the narrative, bidder should be careful to thoroughly identify themselves. At minimum, the bidders shall provide the following identifying information in the narrative portion of their bid:

• Proposer Identification - Name, address, phone number, and authorized signature of proposer.

• Corporate identification - If applicable, proposer corporate or other business information, date established, structure (trust, partnership, corporation, non-profit, etc.), and federal tax identification number.

All bidders shall include the following with their bid submissions:

• Table of Contents with page numbers

• Cover Sheet signed by organization’s person authorized to sign

• Bidders Experience and Qualifications

• Response

• Project Cost

• Required Forms (signed)

Beyond these general guidelines, proposers are invited to submit additional information in the narrative section that they may consider important in fully explaining their proposal and the advantages for its selection. Any information submitted by bidders must be clearly understood by the Southeast KANSASWORKS, Inc. Staff or Board Members reviewing.

The narrative response, cost proposal, and bidders experience, and qualifications shall not exceed 15 pages. Narrative section should be typed with double line spacing and using an Arial font of size 11 or larger. This section should be published on 8 ½ X 11 plain paper stock printed on one side only.

## General Procurement Statements

Southeast KANSASWORKS, Inc., encourages competition at all levels and interested bidders are encouraged to submit a bid. Prospective bidders should inform us if the specifications or other bidding requirements are faulty, unnecessary, or inhibit competition. If we agree with the prospective bidder, an amendment will be issued. Our principal objective in purchasing services is to acquire quality services and to maximize the purchasing value of our funds.

Awarded bidders will be considered “sub-recipients” of Southeast KANSASWORKS, Inc., due to the nature and scope of services to be provided. This means all federal requirements that we must adhere to for being a recipient of U.S. Department of Labor funding passes through to the awarded agency. All prospective bidders must adhere to the applicable Office of Management and Budget (OMB) circulars and any applicable KANSAS State Board and LAV WDB policies and regulations.

Southeast KANSASWORKS, Inc., will provide various technical assistance and program training opportunities for performance and fiscal requirements throughout the contract period to aid in the delivery of quality services. The awarded agency is expected to assign an individual to complete the monthly vouchers, attend training and communicate with us for fiscal questions and guidance.

This Request for Proposals does not commit the LAV WDB to fund any proposals submitted before execution of a contract.

The LAV WDB reserves the right to accept or reject any or all proposals received or to negotiate terms of the proposal with a qualified bidder.

No contracts will be awarded as a result of this RFP without approval of the LAV WDB and LAV CEOB. Further, the LAV WDB reserves the right to withdraw from negotiations at any time before a contract is executed.

Funding availability is subject to change for subsequent program years; therefore, bidders should be aware succeeding contract amounts, if any, are subject to change from year to year. If funds awarded for a contract year are not fully expended by a contractor by the end of a contract year (June 30), unexpended funds will revert back to LAV WDB.

Any contract entered into may be terminated for fiscal necessity, convenience, or for breach as required by the United States Department of Labor.

## VI. Availability of Funds

WIOA funding is the primary support for the LAV WDB operations.

All agreements are subject to the availability of funds. This RFP does not commit Southeast KANSASWORKS, Inc., to fund any proposals submitted before execution of a contract. Southeast KANSASWORKS, Inc., reserves the right to accept/reject any/all applications received or to negotiate terms of the proposal with a qualified applicant. No contracts will be awarded as a result of this RFP without approval of the LAV CEOB & LAV WDB. Further, Southeast KANSASWORKS, Inc. reserves the right to withdraw the bid at any time before a contract is executed.

## VII. Incorporation of RFP into Contract

All conditions contained in this Request for Proposal and any statements contained in the bid proposals themselves will be incorporated into any contract regarding this matter. Failure of the firm to accept these obligations may result in the cancellation of the selection. The contractor shall assume responsibility for all services offered in their bid proposal whether or not they were produced. The contractor will be responsible for all material errors and omissions in the performance of the contract.

## VIII. Payment Process

The LAV WDB will use a fixed fee contract. No advances are available. The invoice must be submitted no later than 10 days after the completion of the class. The selected contractor will be reimbursed for allowable actual service delivery costs on a monthly basis after submittal and approval of payment vouchers as instructed in the contract.

Payment vouchers will be due no later than 10 days after the completion of the class. Contracts **may** be reduced by 5% of the initial contract amount for each month not reported or reported after the due date.

In addition to the provisions of this RFP and the awarded proposal, which shall be incorporated by reference in the contract, any additional clauses or provisions required by the terms and conditions will be included as an amendment to the contract.

The contractor will be responsible for all benefits (leave, retirement, insurance, etc.) and withholdings as any staff of the contractor will remain staff of the contractor and will not become employees of the LAV WDB. The contractor will be solely responsible for its personnel.

Any contract entered into may be terminated for fiscal necessity, convenience, or for breach as required by the United States Department of Labor.

## IX. Subcontracting

The LAV WDB does not see the need for a potential contractor to subcontract any portion of this RFP. If the bidder is proposing a subcontract it must be cost beneficial to the system.

## X. Selection Process

The proposal criteria provide a guideline for proposers and reviewers; however, the final decision for contract award rests solely with the LAV WDB and the CEOB. The LAV WDB is not required to contract with the entity receiving the highest score as a result of the proposal review process.

Proposals not meeting minimum standards will be considered nonresponsive.

The primary consideration in selecting agencies or organizations shall be the effectiveness of the agency or organization in delivering comparable or related services based on demonstrated performance. This determination shall take into consideration such matters as whether the organization has:

**Evaluation and Award**

The primary consideration in selecting agencies or organizations shall be the effectiveness of the agency or organization in delivering comparable or related services based on demonstrated performance. This determination shall take into consideration such matters as:

**Technical Response**

The extent to which the bidder effectively demonstrates an understanding of the needs of the agency as described in this RFB, and offers appropriate solutions to meet those needs. The quality of the technical response is measured by the extent to which the specifications are adequately addressed within the bidder’s submission, and the extent to which the bidder may suggest recommendations for

improvements and/or innovation.

**Response Format and Completeness**

Adequacy and completeness of the bid is required and carries an important weighting in the evaluation of all bids. The bid document is to be complete, concise, and understandable. Pages are to be consecutively numbered.

**Financial Ability**

The bidder demonstrates a financial ability to implement, manage and maintain the proposed offering/training.

**Experience and Qualifications**

The bidder’s general experience and qualifications, and Southeast KANSASWORKS, Inc.'s assessment of the bidder’s ability to provide the services in a timely and professional manner.

**Cost**

Southeast KANSASWORKS, Inc. will perform a cost analysis on all bids selected for review.

**Minimum standards:**

* The original signed proposal and electronic copy must be received by 12:00 p.m. on Friday, June 23, 2017.
* Proposals must meet the proposal requirements.
* The proposer’s authorized signatory authority must sign the proposal and all signature forms contained therein.

Southeast KANSASWORKS, Inc. will meet to discuss the proposals and develop recommendations. Southeast KANSASWORKS, Inc. may request additional information from any proposer prior to developing a recommendation for consideration by the Board.

Upon conclusion of the review process, Southeast KANSASWORKS, Inc. will develop a recommendation for the LAV Executive Team/Fiscal team to consider with contract negotiations to follow. The target date of contract execution/implementation is June 30, 2017.

**Limitations**:

The LAV WDB is not liable for any cost associated with responding to this RFP and will not authorize such costs as part of the contract with the selected organization.

The LAV WDB reserves the right to accept or reject any or all proposal received, to cancel or reissue this RFP in part, or its entirety.

The LAV WDB reserves the right to award a contract for any items/services solicited via this RFP in any quantity the LAV WDB determines is in its best interest.

The LAV WDB reserves the right to correct any error(s) and/or make changes to this solicitation as it deems necessary. Changes will be posted to [www.sekworks.org](http://www.sekworks.org).

The LAV WDB reserves the right to negotiate the final terms of any and all contracts or agreements with proposers selected and any such terms negotiated as a result of this RFP may be renegotiated and/or amended in order to successfully meet the needs of the LAV WDB.

The LAV WDB reserves the right to contact any individual, agency, employer or grantees listed in the proposal, to contact others who may have experience and/or knowledge of the proposer’s relevant performance and/or qualifications; and to request additional information from any and all bidders.

Misrepresentation of the proposer’s ability to perform as stated in the proposal may result in cancellation of any contract or agreement awarded. The LAV WDB reserves the right to withdraw or reduce the amount of an award or to cancel any contract or agreement resulting from this procurement if adequate funding is not received from the funding source or other funding sources.

Proposers shall not under penalty of law, offer or provide any gratuities, favors, or anything of monetary value to any officer, member, employee, or agent of the LAV WDB for the purpose of having an influencing effect toward their own proposal or any other proposal submitted hereunder. No employee, officer, or agent of the LAV WDB shall participate in the selection, award or administration of a contract supported by WIOA funds, if a conflict of interest, or potential conflict, would be involved.

Bidders shall not engage in any activity restricting or eliminating competition. Violation of this provision may cause a bid to be rejected. This does not preclude partnerships or subcontracts. All proposals submitted must be an original work product of the bidders. The copying, paraphrasing or otherwise using substantial portions of the work product from other entities and submitted hereunder as original work of the proposer is not permitted. Failure to adhere to this instruction may cause the proposal to be disqualified and rejected. Items under public domain are exempt.

The contents of a successful proposal may become a contractual obligation if selected for award of a contract. Failure of the proposer to accept this obligation may result in cancellation of the award. No plea of error or mistake shall be available to successful proposer as a basis for release of proposed services at the stated price/cost. Any damages accruing to the LAV WDB as a result of a proposer’s failure to contract may be recovered from the bidder.

A contract with the selected bidder may be withheld, at the LAV WDB’s sole discretion, if issues of contract or questions of non-compliance, or questioned/disallowed costs exist, until such issues are satisfactorily resolved. The LAV WDB may withdraw award of a contract if the resolution is not satisfactory to the LAV WDB.

## XI. Right to File a Grievance

Any bidder may file a grievance with Southeast KANSASWORKS, Inc., following this competitive bidding process. Once a selection is made, bidders will be notified in writing of the results. The written communication mailed to bidders will inform them they may have a right to appeal the decision. Information on the organization’s appeal procedures will be made available to all prospective contractors or sub-grantees upon request, including the name and address of a contact person, and a deadline for filing the grievance. Grievances are limited to violations of federal laws or regulations, or failure of the Organization to follow its own procurement policies.

This does not prohibit the bidder from seeking resolution beyond what is described above.

# XII. Response Content & Instructions

##

##  Format Requirements

#### Pages

Proposals must be typed, single spaced, one-sided and submitted on 8 ½ by 11-inch plain white paper in 12-point font with 1 inch margins. Each page of the proposal, with the exception of the cover sheet should be numbered as “page \_\_ of \_\_), with the name of the bidder on each page. Use the same topic headings, in the same order, as described in Proposal Narrative Requirements section below.

#### Page Limit

Avoid extraneous narrative and data. While this RFP does not limit the number of pages and attachments, the successful Proposer will demonstrate its ability to communicate relevant information to the LAV WDB for objective decision-making in a clear and concise manner.

#### Number of copies

One complete original, (marked as original) with executed certificates (original signatures of the authorized signatory), along with one (1) electronic copy (in .pdf format via email). Any proposal lacking either the original copy or the electronic copy will be considered non-responsive. Completeness of submission is the sole responsibility of the proposer.

#### Authorized Signatory Authority

The proposer’s authorized signatory authority must sign all signature documents in the proposal. This individual must have the authority to negotiate and enter into and sign contracts on behalf of the proposer’s organization.The only exception is Attachment C – Fiscal/Administrative Responsibility Certification, which should be signed by the chief financial officer of the organization.

#### Responsiveness

Proposers who fail to follow the requirements set forth in this document regarding minimum requirements, number of copies and format will be considered non-responsive. The Board reserves the right to reject any or all proposals at their sole discretion.

#### Contact Information

Proposers will be required to provide contact information for the individual(s) responsible for responding to questions regarding the proposal. The contact person should be the individual(s) who are knowledgeable of the proposal and who are authorized to provide information on behalf of the proposer.

#### Order of Submission

Transmittal Form/Signature Sheet – Appendix A

Table of Contents

Proposal Narrative

Fiscal/Administrative Responsibility Certification – Appendix B

Contractual Provisions – Appendix C

Debarment – Appendix D

Certification Regarding Lobbying – Appendix E

Required Attachments – resumes, position descriptions, organizational chart, letters of support, certificates of insurance and documents demonstrating bidder meets fiscal requirements (i.e. copy of financial statements showing non-federal reserves, documentation verifying taxing entity status, etc.).

Other Information - may be attached at bidder’s discretion, but bear in mind the LAV WDB’s desire to limit extraneous narrative and data. Elaborate or expensive bindings, videos, colored displays and promotional materials are neither necessary nor desired.

 **XIII. Proposal Narrative Requirements**

**1. Bidder Eligibility**

Demonstrate your organization’s eligibility to provide short-term training opportunities for WIOA Out of School Youth in targeted locations in the 17-county area. The training should target demand occupations available in Southeast Kansas and should be existing, off-the-shelf training delivered in condensed format (30-40 hours a week). Pre-apprenticeship training is preferred but not required. The training will occur between June 30, 2017 and no later than June 30, 2018. Please include your organization’s incorporation status and where incorporated.

**2. Technical Requirements**

All requirements in this section shall become elements of the bid document:

* 1. Training will be offered to an average class size of eight (8).
	2. Bidder may submit a bid to provide training at one (1), two (2), three (3) or four (4) locations:
		1. Pittsburg Kansas
		2. Independence Kansas
		3. Chanute Kansas
		4. Emporia Kansas
	3. Funds available range between $2,500 to $3,000 per participant all-inclusive of tuition (inclusive of instructor time), books and fees.
	4. Bidder to identify total hours of classroom instruction required to complete the coursework.
	5. Classroom training to be offered fulltime, daytime hours (30 to 40 hours a week), in a condensed format.
	6. Short-term training focused on in-demand occupations in Southeast Kansas (i.e., healthcare, manufacturing, welding, etc.).
	7. Prefer pre-apprenticeship training but not required.
	8. Preference will be given to training institutions that offer an Industry Recognized Credential upon completion.
	9. May incorporate soft skills component as well as hands-on training.
	10. Successful bidder(s) should assist in the recruitment of qualified and (WIOA) eligible candidates as well as development of applicable worksites that correlate to the training.

**3. Performance Requirements**

Southeast KANSASWORKS Inc. will supply the enrollees for the program with recruitment assistance from the training organization. Southeast KANSASWORKS Inc. will determine WIOA eligibility and refer the appropriate candidates to the training organization.

Successful bidders will ensure that 75% of participants enrolled will successfully complete the course and receive a “Certificate of Completion” and be prepared to move to a work experience site to learn practical application of the skills learned during the training. Those courses that offer an Industry Recognized Credential upon completion will be expected to achieve the 75% level.

**4. Cost Information**

As noted in # 2 **Technical Requirements.** Funds available range between $2,500 to $3,000 per participant all-inclusive of tuition (inclusive of instructor time), books and fees. No funds will be available for curriculum development. It is anticipated that the services bid will be existing curriculum that is modified to meet the above requirements.

**5. Reporting**

Upon the first day of class, the training organization will communicate via e-mail an attendance report to the Youth Program Director at mjohnson@sekworks.org. Southeast KANSASWORKS, Inc. will assist with any participants failing to appear for class.

A second report will be forwarded to the Youth Program Director upon reaching the mid-point of the training. The exact will be determined during contract negotiations based on the length of the class.

A final report will be forwarded to the Youth Program Director along with the invoice for the agreed upon cost per participant based on the bid and negotiated in the contract.

### XIV. Fiscal Accountability and Budget

**Financial Ability.** The bidder demonstrates a financial ability to implement,

manage and maintain the proposed offering/training.

**Payment Process**. The contract awarded is a fixed fee contract. No advances are available. The invoice must be submitted no later than 10 days after the completion of the class.

**XV. Appendices**

1. Transmittal Form & Signature Sheet
2. Fiscal/Administrative Responsibility Certification
3. Contractual Provisions
4. Debarment
5. Certification Regarding Lobbying



#### APPENDIX A

TRANSMITTAL FORM & SIGNATURE SHEET

##### Bidder Organization Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Federal Tax ID: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

DUNS #:

Director/Chairperson: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Proposal Contact Person/Position (If different from above): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone No. of Proposal Contact Person: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email of Proposal Contact Person: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

##### Fiscal Contact Person & Position: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

##### Phone No. of Fiscal Contact Person: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email of Fiscal Contact Person: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Type of Organization (School, Public or Private Non-Profit Corp., Foundation, etc.)

##### \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

■ Is Your Organization a SMALL, MINORITY OR FEMALE owned Business?

 YES ❐ NO ❐

 If yes, indicate the appropriate category(s): SMALL ❐ MINORITY ❐ FEMALE ❐

##### **■** Total Funding Requested: $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The undersigned hereby certifies that the information in this proposal is correct to the best of their knowledge and belief

Organization's Authorized Signature Date

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Typed Name and Title



#### APPENDIX B

FISCAL/ADMINISTRATIVE RESPONSIBILITY CERTIFICATION

By the signing below, I agree to and understand the following:

1. I am the assigned person responsible for ensuring our agency complies with all fiscal and administrative requirements regarding any award as a result of this bid. To fully understand all requirements, I (or my designee) will attend all fiscal/administrative responsibility training as required by Southeast KANSASWORKS, Inc.

1. I understand if our bid is awarded, any final contract signing will be contingent upon my participation in the Fiscal/Administrative Responsibility training.

1. I understand the funds awarded from this bid are U.S. Department of Labor Workforce Opportunity & Investment Act (WIOA) funds.

1. I understand if our bid is awarded and a contract is executed, our agency will be considered a “sub-recipient” of SOUTHEAST KANSASWORKS, INC., and any federal requirements SOUTHEAST KANSASWORKS, INC., must fulfill as a recipient of WIOA funds will pass down to our agency. These requirements include compliance with the Workforce Investment and Opportunity Act (Public Law 105-220), its final rules and regulations published August 19, 2016 and OMB 2 CFR part 200. Some requirements found in the above include, but are not limited to: minimum financial system standards; policies and procedures must be in written format; and timesheets (or personnel activity reports) must be used to support the distribution or charging of salaries and wages to the federal award.

1. I understand if our bid is awarded, the contract will be a cost-reimbursement contract. This will require the submittal of monthly payment vouchers by the 10th of each month following the month being reported, even if there are zero expenditures for the month being reported. I will designate a fiscal employee to complete and submit the monthly voucher. I also understand the contract will allow SOUTHEAST KANSASWORKS, INC., to reduce the contract amount by 5% (of the original contract amount) for each month a payment voucher is not submitted.

1. I understand any funds not expended at the end of each contract period will revert back to SOUTHEAST KANSASWORKS, INC. Unexpended funds may not carry over into the next contract period and it will be disallowed costs to charge a subsequent contract period’s costs to an expired contract period’s funds.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature Date

 

#### APPENDIX C - CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is not attached to the vendor/contractor’s standard contract form, then that form must be altered to contain the following provision: “**The provisions found in Contractual Provisions Attachment, which is attached hereto and executed by the parties to this agreement, are hereby incorporated in this contract and made a part hereof.”** The undersigned parties agree that the following provisions are hereby incorporated into the contract to which it is

attached and made a part thereof, said contract being dated the \_\_\_\_\_\_\_\_ day of , 20 .

1. Terms Herein Controlling Provisions: It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.

2. Kansas Law and Venue: This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.

3. Termination Due To Lack Of Funding Appropriation: If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination

of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.

4. Disclaimer Of Liability: No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).

5. Anti-Discrimination Clause: The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116;

(d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration. Contractor agrees to comply with all applicable state and federal anti-discrimination laws. The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total $5,000 or less during the fiscal year of such agency.

6. Acceptance Of Contract: This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.

7. Arbitration, Damages, Warranties: Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

8. Representative's Authority To Contract: By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.

9. Responsibility For Taxes: The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.

10. Insurance: The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.

11. Information: No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.

12. The Eleventh Amendment: "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."

13. Campaign Contributions / Lobbying: Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.



**Appendix D**

**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, 29 CFR Part 98, Section 98.510, Participants’ responsibilities. The regulations were published as Part VV of the May 26, 1988 Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON THE BACK OF THIS FORM 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:
	1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency.
	2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
	3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
	4. 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.

1. 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.

Name and Title of Authorized Representative

Signature Date

(Rev. 2/1/06)

**Instructions for Certification - Primary Covered Transactions**

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

1. 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 or agency’s 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.

1. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency 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 department or agency may terminate this transaction for cause or default.

1. The prospective primary participant shall provide immediate written notice to the person, department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

1. The term “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 department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

1. 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 proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

1. 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 department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

1. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not proposed for debarment under 48 CFR part9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement or Non-Procurement Programs.

1. 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.

1. 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 proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

##### **APPENDIX E - Page 1 of 4**



**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, or 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.

1. 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 Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

1. The undersigned shall require that the language of this certification to 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 for each such failure.

 Grantee/Contractor Organization Program/Title

 Name of Certifying Official Signature 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 (per OMB).

**Appendix E 2 of 4**

**DISCLOSURE OF LOBBYING ACTIVITIES**

Complete this form to disclose lobbying activities pursuant to 31 U.S. C. 1352 (See attached instruction page for public burden disclosures)

|  |  |  |
| --- | --- | --- |
| 1. Type of Action:  | 2. Status of Federal Action:  | 3. Report Type:  |
|  4. Name and Address of Reporting Entity   |  5. If reporting Entity is No. 4 is Sub awardee, Enter Name and Address of Prime:   |
| 6. Federal Department/Agency:       | 7. Federal Program Name/Description:     *CFDA Number, if applicable:* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  |
| 8. Federal Action Number, *if known*:  | 9. Award Amount, *if known*:  $  |
| 10.a. Name and Address of Lobbying Entity: *(if individual, last name, first name, MI)*        | 11.b. Individuals Performing Service (*including address, if different* *from No. 10.a.) (last name, first name, MI)*   |
| *(Attach Continuation Sheet(s) SF-LLL-A, if necessary)*  |
| 11. Amount of Payment *(check all that apply):*   $ actual planned  | 13. Type of Payment *(check all that apply)*: $actual planned  1. retainer
2. one-time fee
3. commission
4. contingent fee
5. deferred
6. other; specify:

  |
| 12. Form of Payment *(check all that apply)*  1. cash
2. in-kind; specify: nature

value  |
| 14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) Contacted, for Payment Indicated in item:           *(attach Continuation Sheet(s) SF-LLL-A, if necessary)*  |
| 15. Continuation Sheet(s) SF-LLL-A attached:  Yes No  |
| 16. 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. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fail to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.  |  Signature:   Print Name:   Title:   Telephone No. Date:   |
| Federal Use Only:  | Authorized for Local Reproduction Standard Form-LLL  |

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

This disclosure form shall be completed by the reporting entity, sub awardee or prime Federal recipient, at the initiation or receipt of 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. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. 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.

1. Identify the status of the covered Federal action.

1. Identify the appropriate classification of this report. If this is a follow up 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.

1. 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 sub award recipient. Identify the tier of the sub awardee, e.g., the first sub awardee of the prime is the 1st tier. Sub awards include but are not limited to subcontracts, sub grants and contract awards under grants.

1. If the organization filing the report in item 4 checks "Sub awardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.

1. 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.

1. 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.

1. 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 prefixed, e.g., "RFP-DE-90-001".

1. 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.

1. (a) Enter the full name, address, city, state and zip code of the lobbying entity 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).

1. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this a material change report; enter the cumulative amount of payment made or planned to be made.

1. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.

1. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.

1. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), Member(s) of Congress that were contacted.

1. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.

1. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 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, D.C. 20503.

**Appendix E - Page 3 of 4**

#### DISCLOSURE OF LOBBYING ACTIVITIES

CONTINUATION SHEET

Reporting Entity Page of \_\_\_\_\_