



## REQUEST FOR PROPOSALS Hosted VoIP/Fiber Link/Internet Services

### I. Introduction

W.I.B., Inc., dba Chautauqua Works (WIB) is soliciting competitive proposals for an experienced vendor to provide Hosted VoIP Telephone Services, Fiber Link, Internet Services, On and Off site support/maintenance; and make recommendations and provide pricing for new equipment, software, upgrades when needed, to the WIB and the Chautauqua County American Job Center in accordance with the Request for Proposal (RFP) attached herewith.

### II. Proposal Submission

Proposals shall be submitted with the Cover Sheet, Company Information, Scope of Work, Pricing Structure, Certifications and Signature Sheet in quadruplicate and shall address those areas noted in this RFP. The signature on the proposal shall be an original in longhand by a principal officer of the company, authorized to duly bind the company.

An original and three (3) copies of each proposal shall be submitted and delivered to:

Kathleen Geise  
Executive Director  
WIB, Inc. dba Chautauqua Works  
4 East Third Street, Suite 102  
Jamestown, NY 14701

Proposals must be **postmarked Friday, March 3, 2023**, or if hand-delivered, should arrive no later than **4:00 PM, Friday, March 3, 2023**

### III. Timeline

**RFP Release Date:** 2/6/23

**Letter of Intent to Bid Due Date:** 2/13/23

**Q&A's:** Any questions regarding this RFP can be submitted via email to [jcheney@chautauquaworks.com](mailto:jcheney@chautauquaworks.com). Questions will be accepted until 2/17/23. All Q & A's will be compiled and posted on Chautauqua Works website, under the WDB/WIB tab - RFP, for all Bidders to review by 2/21/23.

**Proposal Due Date:** Postmarked 3/3/23 (or if hand delivered, no later than 4:00 PM 3/3/23)

**Award Announcements:** End of April 2023

**Target Contract Start Date:** 5/1/23

### IV. Contact Information

For further information or questions, please contact:

W.I.B., Inc. dba Chautauqua Works  
Jody Cheney  
IT / Facilities Director  
4 East Third Street, Suite 102  
Jamestown, NY 14701  
Phone: (716) 487-5171  
Email: [jcheney@chautauquaworks.com](mailto:jcheney@chautauquaworks.com)

**V. Background**

The intent of this RFP is to secure a vendor to provide Hosted VoIP Telephone Services, Fiber Link, Internet Services, On and Off site support/maintenance; and make recommendations and provide pricing for new equipment, software, upgrades when needed.

The WIB, A 501 (c) (3) non-profit corporation, oversees the design and delivery of Chautauqua County's locally tailored workforce development system. Customer services are delivered through the American Job Center as the entry to the county's seamless employment support system that offers training, education and employment programs designed to meet the needs and demands of the local and regional labor market.

The existing infrastructure is outlined in **Appendix A**.

**VI. Proposal Components**

This RFP contains the outline governing the proposal and the material to be included herein; mandatory requirements which must be met to be eligible for consideration; and other requirements to be met by each proposal. Proposal must contain the Proposal Cover Sheet and the following attachments:

<b>ATTACHMENT A:</b>	Company Information
<b>ATTACHMENT B:</b>	Scope Of Work (Please address all identified needs in your proposal)
<b>ATTACHMENT C:</b>	Pricing Structure (Please make sure this page is filled out when it is returned)
<b>ATTACHMENT D:</b>	Certification Regarding Lobbying; Debarment, Suspension and other Responsibility Matters; and Drug-Free Workplace Requirements.
<b>ATTACHMENT E:</b>	Signature Page

**VII. Contract Award**

Contract will be awarded after consideration of the suitability of goods and services proposed to satisfy these specifications, the total cost of such goods, and/or services including all cost elements, and the timelines of the agreed delivery date.

**VIII. Current Client References**

A list of references for which the contractor works, or has recently worked, must accompany the proposal. The list shall include a brief description of the services performed, a contact name, his or her phone number and email contact information. At least one reference must be local (within Chautauqua County) if available.

**IX. TAXES**

The WIB is a tax-exempt organization. The proposal shall not include any Federal, State or Local excise, sales, transportation or other tax unless Federal or State law specifically levies such a tax on purchases made by a 501 (c) (3) Corporation. Any taxes that are not exempt shall be listed separately as an itemized cost and added into the total net proposal.

**X. RFP Costs and Obligation to Contract**

This RFP does not in any way commit the WIB to reimburse the recipients of this request for any costs involved in the preparation and submission of the proposal or other additional presentation. The RFP does not constitute a commitment by the WIB to accept any submitted proposals or to engage the services of any person or entity that submits a proposal for the purchase of the consultant services.

The WIB reserves the right to:

- Engage any bidder who submits a proposal in response to this RFP for a portion of the services offered for such consideration, as the WIB deems reasonable.
- Negotiate a final scope, cost and schedule with the selected bidder.
- Incorporate standard WIB provisions into any contract resulting from this RFP.
- Terminate the RFP process at any time.

## **XI. Proposal Evaluation Criteria**

Proposals will be evaluated based on the following criteria:

- Detail and clarity of response to each of the items requested in Attachments A, B, and C. (10 Points)
- Scope of Work – Hosted VoIP Telephone Services, Fiber Link, Internet Services, On and Off site support/maintenance; and make recommendations and provide pricing for new equipment, software, upgrades when needed. (40 Points)
- Pricing (30 Points)
- Responses provided by references from current and past clients contacted by the WIB during the evaluation period. (5 Points)
- Responsiveness of the bidder to requests for clarification to the proposal. (5 Points)
- Board Considerations (10 Points)
  - Proposer capabilities/Experience
  - Level of Experience in providing services
  - Length of time proposer has provided Hosted VoIP services
  - State Contracting Pricing for equipment
  - Setup/Onboarding WIB Staff time
  - Implementation/Transition planning
  - Regional Vendor
  - Response Time

## **XII. Selection Process**

Proposals will be reviewed and ranked in accordance with the above criteria. Bidders may be asked to formally or informally present their proposals to the WIB staff and/or American Job Center staff and/or members of an RFP review subcommittee.

## **XIII. Contract Period**

Contracts negotiated as a result of this request may commence on May 1, 2023 and end on April 30, 2024. Up to three (3) one-year contract extensions past April 30, 2024, may be considered, depending on satisfactory performance of contract conditions, available funding and at the discretion of the WIB.

## **XIV. Certification of Independent Price Determination**

By submission of this proposal, each bidder certifies that in connection with this procurement:

- The prices proposed have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter related to such prices with any other bidder or competitor.
- No attempt has been made or will be made by the bidder to induce any other person or competitor to submit or not submit a proposal for the purpose of restricting competition.

## **XV. Indemnification**

As a result of any contract resulting from RFP, the Bidder shall hold the WIB and its employees harmless from any and all losses, claims, liens, demands and causes of actions of any kind or character, including but not limited to, judgments, penalties, interest, court costs, and legal fees incurred by the WIB on behalf of any

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party, in connection with or arising directly or indirectly from this Agreement. The Bidder shall investigate, handle, respond to, and defend any such claims, demands or suits at his sole expense, and shall bear all other related costs and expenses even if such claims, demands or suits are groundless, false or fraudulent. In 5-322.1 of the New York General Obligations Law or any other applicable legal prohibition, the foregoing provisions shall not be construed to indemnify the WIB for damage arising out of bodily injury to persons or property caused by or resulting from the sole negligence of WIB employees.

The term "employee" shall include all officers, their agents, servants, advisory board members and/or volunteers serving the WIB.

## **XVI. Insurance Requirements**

At all times during the term of any contract resulting from this RFP, the Bidder shall maintain at his own cost the following insurance and shall provide proof therefore to the WIB, in the form of a Certificate of Insurance, prior to the commencing work under the contract:

- a) Statutory Worker's Compensation coverage in compliance with the Compensation Law of the State of New York (Form C-105.2). In the event the statute does not require coverage of Service Provider, Service Provider must complete NYS Workers' Compensation Form C-105.21 and provide the WIB with a properly executed copy thereof.
- b) Statutory New York State Disability coverage in compliance with the New York State Disability Benefits Law. Service Provider must complete NYS Disability Form DB-120.1 and provide the WIB with a properly executed copy thereof.
- c) General Liability Insurance coverage in the comprehensive or commercial general liability form including blanket contractual coverage for the operation of the program under the contract in the amount of \$1,000,000.00. This insurance shall include coverage for bodily injury and property damage and shall be on an occurrence form with a waiver of subrogation. WIB must be listed as additional named insured.
- d) Automobile liability insurance for all owned, leased, or non-owned vehicles in the amount of \$1,000,000.00 per occurrence. This insurance shall include coverage for bodily injury and property damage. WIB must be listed as additional named insured.

## **XVII. Payment**

Financial obligations of the WIB payable after the start of the fiscal year are contingent upon funds being appropriated, budgeted, and otherwise made available. In the event funds are not available, any resulting contract will become null and void, without penalty to the WIB. Payments are issued for services rendered and equipment purchased.

## APPENDIX A

### Existing Infrastructure:

- 2 Locations      Chautauqua Works  
4 East Third Street, Suite 102      **and**      Chautauqua Works  
Jamestown, NY 14701      Dunkirk, NY 14048
- Polycom VVX310 Phones purchased in March 2015
- Total Number of Users by location (subject to change depending on active programs)
  - Jamestown – 37
  - Dunkirk – 23
- Total Number of Polycom Telephones by location
  - Jamestown – 46 (includes 9 Conference Rooms and Resource Room phones not specifically assigned to staff)
  - Dunkirk – 27 (includes 4 Conference Rooms and Resource Room phones not specifically assigned to staff)
  - 4 Spare Phones

Total Number of Polycom Telephones  
75 VVX310 Telephones  
3 VVX Color Side Cars  
2 Polycom Conference Telephones

- Equipment
  - Jamestown
    - 48 VVX310 Polycom Telephones
    - 2 VVX Color Side Car
    - 2 Polycom Conference Telephones
  - Dunkirk
    - 27 VVX310 Polycom Telephones
    - 1 VVX Color Side Car

### Direct Dial

Block of Numbers 487-5100 thru 487-5199

Additional Block for Dunkirk 363-6064 thru 6085 (Minus 6066, 6067, 6070, 6080)

**1 - 800 Number - 877-424-9031**

**3 - Main Telephone Numbers**

716-661-9553-Jamestown

716-661-9324-Jamestown

716-366-9015-Dunkirk

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## **5 - Fax Lines**

716-366-2118 - Dunkirk 407 Front

716-363-6908 - Dunkirk 405 Back

716-483-2012 - Jamestown WIB

716-664-9184 - Jamestown Front Desk

716-484-4149 - Jamestown HHS Staff

## **2 – Security Lines**

## **2 – Fire Lines**

## **2 - Internet Connections over PON 10MB X 10MB**

Jamestown

Dunkirk

## **2 - Point to Point Dedicated Fiber 100 MB Ethernet connection between Jamestown and Dunkirk**



**Workforce Investment Board RFP for Hosted VoIP/Internet Services  
PROPOSAL COVER SHEET**

Please note that this document was created in WORD using the forms option with the lock on. By leaving the lock on you can "tab" through to each question. To unlock the document and use it as a regular word document, choose "REVIEW" on the main menu, next choose "RESTRICT EDITING" then choose STOP PROTECTION. Enter the password RFP. ***Please be aware that data entered in the locked mode will be lost if the lock is toggled on and off.***

**Name of Proposing Entity:**

**Name and Title or Entity CEO:**

**Mailing Address:**

**Name of Signatory Authority:**

**Title of Signatory Authority:**

**Contact Name (Proposal Liaison)**

**Title of Contact**

**Contact Phone Number:**

**Contact Fax Number:**

**Contact e-mail:**

**Legal/Tax Status**

**(Check all that apply)**

☐ Public ☐ Private ☐ for Profit ☐ Not for Profit  
☐ Corporation ☐ Partnership ☐ Sole Ownership ☐ Other

**State Controller ID Number:**

**Federal Tax ID Number:**

**Is your company a New York State Contract Pricing Vendor?** ☐ Yes ☐ No

**NYS Contract Number:**

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**Proposal Checklist**

- |   |   |
|---|---|
| <input type="checkbox"/> Proposal Cover Sheet               | <input type="checkbox"/> Attachment C – Pricing Structure |
| <input type="checkbox"/> Attachment A – Company Information | <input type="checkbox"/> Attachment D - Certifications    |
| <input type="checkbox"/> Attachment B – Scope of Work       | <input type="checkbox"/> Attachment E - Signature Page    |

## ATTACHMENT "A"

### **Company Information**

Detailed history including, at a minimum:

- a) Company History
- b) Experience and Expertise
- c) Staffing and capacity to complete the Scope of Work
- d) Client References and Contact Information that are similar in size and scope. At least one reference must be local (within Chautauqua County) if available.
- e) Other Information as considered relevant by the Bidder



## ATTACHMENT "B"

### **Scope of Work**

The following defines the minimum scope of work as defined by the WIB. Bidder should use this as a guide and use his/her expertise to include additional detail and suggestions regarding additional scope items that may be necessary or desirable for a complete and efficient system.

WIB is seeking proposals for Hosted VoIP Telephone Services, Fiber Link, Internet Services, On and Off site support/maintenance; and make recommendations and provide pricing for new equipment, software, upgrades when needed.

The WIB has identified the following needs:

- Hosted VoIP solution that is feature rich, can be flexibly configured, and allows flexible assignment of phones.
- Compatible with Polycom phones VVX310
- 4 digit dialing between offices
- Long Distance Services
- Toll Free Number Support
- Fax Lines
- Standard Features on phones to include: E911, Caller ID, Call Waiting, Call Forward, Call Transfer, Call Hold, View Recent Calls, Group Pick Up, Hoteling (Guest In/Guest Out), Do Not Disturb, Music on Hold, Direct Inward Dialing, Direct Outward Dialing, Auto-Attendant, Distinctive Ring, Line Hunting, Speed Dialing, Three-Way Calling, Message Waiting Indicator, Voicemail, Local Number Portability, Group Paging, Company Directory, On Demand Conferencing that allows up to 15 people on a call with the ability to increase that number if needed.
- Online administrative interface to facilitate end user configurations, dialing privileges, and perform Moves, Adds, and Changes, Long Distance Authorization Code.
- Integration with email system.
- Remote Management Capabilities
- Redundancy
- Local Survivability arrangement to address a severe service outage when Hosted VoIP service may not be available.
- Keep existing phone numbers and each site retain their current DID blocks/phone numbers.
- Provide Help Desk Services
  - 24/7 Real time trouble shooting & remediation
  - US Based agents
  - Call Center – In house (not outsourced)
- Internet Services with at least Internet Connections 10 MB or higher
- Fiber Point to Point Dedicated Fiber 100 MB Ethernet connection between Jamestown and Dunkirk

The Vendor's proposal must address the following items (if applicable):

- A proposed migration/transition plan and installation timelines
- Project management to ensure delivery of the solution according to agreed upon specifications and timelines.

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The logo for American Job Center, featuring a green swoosh above the word "american" and a green star above the word "jobcenter".

- Vendor will be responsible for visiting each site/location as required to perform a site assessment including data gathering (including numbers to be ported, location of handsets, line hunting and other setup requirements), identify and train staff on use of solution.

The Vendor's proposal shall indicate the responsibility of each party and what equipment (both hardware and software) that must be procured in order to support the Hosted VoIP Services. Any additional costs and requirements of the buyers must be specifically disclosed.

Support and maintenance schedule – both onsite and off, including:

- a) Responsiveness to hardware support requests.
- b) Responsiveness to software support requests
- c) Responsiveness to critical hardware and or software failures.
- d) Average Response Time
- e) Provide schedule/plan for support/status meetings after initial install and continuing through the end of the contract.

If the Bidder's proposal includes the provision of ongoing services such as acting as an ISP or other critical function, the Bidder will provide detail of any backup systems used to maintain critical services such as email and internet access in the event of local power failure or other emergency.

## ATTACHMENT "C"

### Pricing Structure

The Bidders should provide as much detail as possible and the cost for each of the following:

- Telephone Hosted VoIP Service – 77 Lines
  - Rate per Month
  - Total Anticipated Annual Cost
- Fax Service – 5 Fax Lines
  - Rate per Month
  - Total Anticipated Annual Cost
- Fire Monitoring – 2 Dedicated Lines (Jamestown & Dunkirk)
  - Rate per Month
  - Total Anticipated Annual Cost
- Security - 2 Shared or Dedicated Lines
  - Rate per Month
  - Total Anticipated Annual Cost
- Toll Free Calling 800 Line – 1 Number
  - Rate per Month
  - Total Anticipated Annual Cost
- Long Distance Rate
  - Rate per Long Distance Domestic Call
- Taxes ( to include Federal, Inter-State, Intra-State, Municipal and any other charges)
  - Taxes per Month
  - Total Anticipated Annual Cost
- Fiber Connection – 2 (Jamestown & Dunkirk)
  - Rate per Month
  - Total Anticipated Annual Cost
- Internet Service – 2 connections (Jamestown & Dunkirk)
  - Speed
  - Rate per Month
  - Total Anticipated Annual Cost

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- Installation / On Boarding Fees
  - Total Anticipated Cost
  - Time Frame for Installation
- Special Project Pricing (eg, configuration of additional services, etc., exclusive of equipment costs)
  - Please indicate rates
- Any other costs, please list (eg. On-Boarding, additional equipment, etc.)
  - Please indicate rates
  - Time Frames for Installation (if applicable)
- If your pricing structure does not fit into the above categories, please list pricing structure with Rates per Month and Total Anticipated Annual Cost.

## ATTACHMENT "D"

### CERTIFICATION REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification included in the regulations before completing the form. Signature of this form provides for compliance with certification requirements under 34 CFR Part 82, "New Restrictions on Lobbying," and 34 CFR Part 85, "Government-wide Debarment and Suspension (Non-Procurement) and Government-Wide Requirements for Drug-Free Workplace (Grants)." The certificate shall be treated as a material representation of fact upon which reliance will be placed when the Department of Labor determines to award the covered transaction grant, or cooperative agreement.

#### 1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000 as defined at 34 CFR Part 82, Section 82.105 and 82.110, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any persons 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 the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.

(b) If any funds other than federally 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 grant, or cooperative agreement, the undersigned shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

#### 2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by Executive Order 12549, Debarments and Suspension, and implemented at 34CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110;

A. The applicant certifies 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 application 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 contracts 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 indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A (b) of this certification; and

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(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) for cause of default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

### 3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610-

A. The applicant that it will or will continue to provide a drug free workplace by:

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

(b) Establishing an on-going drug-free awareness program to inform employees about:

1. The dangers of drug abuse in the workplace;
2. The grantee's policy of maintaining a drug-free workplace;
3. Any available drug counseling, rehabilitation, and employee assistance program; and
4. The penalties that may be imposed upon employee for drug abuse violation occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a):

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

1. Abide by the terms of the statement and:
2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute

occurring in the workplace no later than five calendar days after such conviction:

(e) Notifying the agency, in writing within 10 calendar days after having received notice under subparagraph (dx2) from an employee or otherwise receiving actual police of such conviction. Employers of convicted employees must provide notice, including position title to: Director, Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected grant.

(f) Taking one of the following action, within 30 calendar days of receiving notice under subparagraph (dx2), with respect to any employee who is so convicted.

1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or

2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street, address, city, county, state, zip code).

### DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, subpart F, for grantees, as defined at 34 CFR Part 85, Section 85.605 and 85.610-

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

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B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing,

within 10 calendar days of the conviction, to: Director, Grants Management Bureau, State Office building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected grant.

☐ Check if there are workplaces on file that are not identified here.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

NAME OF APPLICANT/GRANTEE/SUBGRANTEE

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

## Other Responsibility Matters

It is the policy of The WIB to include all of the following provisions, as applicable, in all contracts (including small purchases) with vendors and sub-grants to grantees:

1. 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."
2. Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c): All contracts and subgrants in excess of \$2,000 for construction or repair awarded by The WIB and its subrecipients shall contain a provision for compliance 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." This 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 work, to give up any part of the compensation to which he or she is otherwise entitled. It is the policy of The WIB to report all suspected or reported violations to the Federal awarding agency.
3. Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7): If included in the federal agency's grant program legislation, all construction contracts of more than \$2,000 awarded by The WIB and its subrecipients shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and 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 are 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. It is the policy of The WIB to 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 WIB shall also obtain reports from contractors on a weekly basis in order to monitor compliance with the Davis-Bacon Act. The WIB shall report all suspected or reported violations to the Federal awarding agency.



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4. **Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333):** [Where applicable] All contracts awarded by The WIB in excess of \$2,000 for construction contracts and in excess of \$2,500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Works 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 is required to compute 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 1-1/2 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 that 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.
5. **Rights to Inventions Made Under a Contract or Agreement:** Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and The WIB 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.
6. **Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended:** Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to 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).
7. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352):** For all contracts or sub-grants of \$100,000 or more, The WIB shall obtain from the contractor or sub-grantee a certification 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. Likewise, since each tier provides such certifications to the tier above it, The WIB shall provide such certifications in all situations in which it acts as a sub-recipient of a sub-grant of \$100,000 or more.
8. **Debarment and Suspension (E.O.s 12549 and 12689):** For all contracts in excess of the small purchase threshold fixed at 41 U.S.C. 403(11) (currently \$100,000), The WIB shall obtain from the contractor a certification that neither the contractor nor any of its principal employees are listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs.
9. **Remedies:** All contracts in excess of the small purchase threshold fixed at 41 U.S.C. 403(11) (currently \$100,000) shall contain contractual provisions or conditions that allow for administrative, contractual, or legal remedies in instances in which a contractor violates or breaches the contract terms.
10. **Termination:** All contracts in excess of the small purchase threshold fixed at 41 U.S.C. 403(11) (currently \$100,000) shall contain suitable provisions for termination by The WIB, including the manner by which termination shall be effected and the basis for settlement. In addition, such contracts shall describe the conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated due to circumstances beyond the control of the contractor.
11. **Record Retention Requirements:** The contractor shall establish and maintain for at least six (6) years from the termination of this Agreement, unless otherwise notified by the WIB, such records as are required by the WIB to substantiate any payment under this Agreement. These records include, but are not limited to, all fiscal records, payroll and purchases, participant attendance records, as well as participant completion, placement and retention information, etc. The contractor shall maintain records in a manner so that administrative costs necessary and incidental to this Agreement may be repeatedly identified from costs chargeable to other categories.



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12. The Chautauqua WIB has established a Priority of Services policy that the contractor must follow when it applies to the delivery of services funded by WIOA funds. It is the contractor's responsibility to be compliant to the effective policy. The policy can be found at [www.chautauquaworks.com](http://www.chautauquaworks.com).
13. Buy American Notice Requirement: The contractor assures that, to the greatest extent practicable, all equipment and products purchased with funds made available under the Workforce Investment Act and Workforce Innovation and Opportunity Act will be American made. See WIOA Section 505 – Buy American Requirements.
14. Salary and Bonus Limitations: In compliance with Public Laws 110-161, none of the federal funds appropriated in the Act under the heading 'Employment and Training' shall be used by a subrecipient of such funds to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II. This limitation shall not apply to vendors providing goods and services as defined in OMB Circular A-133. See Training and Employment Guidance Letter number 5-06 for further clarification. Where applicable, the grantee agrees to comply with the Salary and Bonus Limitations.
15. Veterans' Priority Provision: Federal grants for qualified job training programs funded, in whole or in part, by the U.S. Department of Labor are subject to the provisions of the "Jobs for Veterans Act" (JVA), Public Law 107-288 (38 USC 4215). The JVA provides priority of service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services. Please note that to obtain priority service; a person must meet the program's eligibility requirements. Training and Employment Guidance Letter (TEGL) No. 5- 03 (September 16, 2003) and Section 20 of the Code of Federal Regulations (CFR) Part 1010 (effective January 19, 2009) provide general guidance on the scope of the veterans priority statute and its effect on current employment and training programs. Where applicable, the grant applicant agrees to comply with the Veteran's Priority Provisions.



**ATTACHMENT "E"**

**I, THE UNDERSIGNED, ATTEST UNDER PENALTY OF PERJURY THAT I AM AN AUTHORIZED REPRESENTATIVE OF THE Bidder/Contractor and that the foregoing statements are true and accurate.**

**Signature of  
Authorized Representative:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_