



The Camden County  
Workforce Development Board, Inc.

Request for Qualifications

for

Financial Audit & Tax Services

CCWDB #2020-2

May 1, 2020  
Request for Qualifications  
Financial Audit & Tax Services

Your firm is invited to submit a qualifications proposal to provide financial audit and tax services for the Camden County Workforce Development Board, Inc. (CCWDB) in accordance with the attached specifications. Submissions as to qualifications and price will be accepted until 12:00 noon on May 27, 2020 by:

Jeffrey S. Swartz, Executive Director  
Camden County Workforce Development Board  
1111 Markkress Road, Suite 101  
Cherry Hill, NJ 08003

Any response received after 12:00 noon on May 27, 2020, whether by mail or otherwise, will be returned unopened. Nothing herein is intended to exclude any responsible firm or in any way restrain or restrict competition. All responsible firms are encouraged to submit qualifications.

The Camden County Workforce Development Board, Inc. reserves the right to accept or reject any or all Qualifications submitted.

Questions concerning this Request for Qualifications should be sent via email to [receptionist@ccwib.com](mailto:receptionist@ccwib.com) or directed to the CCWDB office at (856) 751-1500.

See Section III below for additional submission information.

**CCWDB ANNUAL FINANCIAL AUDIT/TAX SERVICES  
REQUEST FOR QUALIFICATIONS**

**I. INFORMATION FOR APPLICANTS**

**A. Statement of Work Required**

The Camden County Workforce Development Board, Inc. (CCWDB) is a New Jersey nonprofit corporation responsible for policy-making, systems development, and leadership of community wide collaboration and general oversight of “to-work” funding programs in Camden County. The CCWDB is governed by a Board of Trustees appointed by the Camden County Board of Freeholders. The CCWDB currently has a staff of 5 full-time employees.

The work, which the CCWDB requires to be accomplished under the solicitation, is as follows:

1. Perform a yearly audit in accordance with generally accepted auditing standards and report on the fair presentation of the Camden County Workforce Development Board’s financial statements for the fiscal year ending June 30<sup>th</sup>.
2. Identification, completion and filing of all appropriate Federal and State tax documents.

This solicitation is for a three year contract beginning with the fiscal year ending June 30, 2020.

**B. Required Qualifications**

The selected applicant will have demonstrated comprehensive knowledge with governmental accounting, fraud accounting, Federal and State financial management requirements, cost allocation, financial reporting and audits. The Applicant must be a CPA with at least five (5) years of full time accounting and/or auditing experience, preferable in working with government entities or entities receiving government funds.

**C. Miscellaneous**

This Request for Qualifications does not constitute a bid and is intended solely to obtain competitive qualifications from which the CCWDB may choose a contractor that best meets the needs of the CCWDB. It is the CCWDB’s intent that no statutory, regulatory, or common law bidding requirement apply to these Request for Qualifications. The CCWDB intends to award any contract(s) for these services pursuant to NJSA40a:11-(1)(c).

The selected firm(s) shall defend, indemnify and hold harmless the CCWDB, its officers, agents and employees from any and all claims, suits, actions, damages or cost, of any nature whatsoever, whether for personal injury, property damage or other liability

arising out of or in any way connected with the selected firm's acts or omissions in connection with this agreement.

## II. RESPONSE REQUIRED

Responses to this Request for Qualifications should contain the following:

### A. Profile of Applicant

Name of Business  
Street Address, City, State & Zip Code  
Phone/Fax/E-Mail  
Principal Consultant  
Principal staff to provide service

### B. Scope of Work

Define the scope of work to be provided. This should include a description of the method of performing the required work, including location and approximate timing of work to be accomplished.

### C. Qualifications

Describe the firm's expertise relative to the required qualifications defined above. Include a description of the educational background and relevant experience of the Principal Consultant and of each other person who may be assigned to assist with specific reference to experience in working with government entities or entities who receive government funds.

### D. References

List contact person's name, firm's name, address and phone number of at least three (3) entities, preferably government entities or entities who receive government funds, for which the Applicant has during the past five (5) years performed services similar to those requested herein. Briefly describe nature of services for each.

### E. Price Qualifications

Identify the total projected cost to complete the work and show how it was calculated. Include projected costs for the full three year term by year. Describe any contingencies which may cause the total project cost to increase or decrease. Be sure to include fees for outside services used to complete the services provided.

### F. Certification

Include a written certification, as follows: "The applicant acknowledges that the CCWDB has no obligation to the Applicant with regard to this Solicitation or any response thereto, unless and until the parties negotiate and sign an Agreement which obligates them to perform any of the work described herein. The CCWDB may award the work to any person(s) or entity which the CCWDB in its sole discretion believes is best qualified to perform the work. The contents of this response to the CCWDB's solicitation shall

upon submission to the CCWDB belong solely to the CCWDB, and the Applicant hereby waives any claim of right to ownership of this response or any of its contents.

#### G. Insurance

Prior to commencing work under a contract, the successful firm(s) shall furnish the CCWDB with a Certificate of Insurance as evidence that it has procured the insurance coverage required herein. This coverage must be provided by a carrier approved by the CCWDB and rated appropriately through A.M. Best. Firms must give the CCWDB a sixty day notice of cancellation, non-renewal or change in insurance coverage.

The successful firm(s) shall provide and maintain the following insurance coverage during the period of performance required under the contract resulting from this Request for Qualifications:

1. *Professional Liability* (Professional liability insurance coverage must be in an amount adequate to cover all services detailed herein.)
2. *Worker's Compensation and Employer Liability*
3. *General Liability*

The Applicant must provide the levels of insurance coverage for each of the above categories.

#### H. Signature

The Applicant's response to this solicitation must be signed by an authorized corporate officer or administrator.

### III. SUBMISSION INSTRUCTIONS

Qualifications should include the following:

- Cover Letter
- Narrative responding to all elements in Section II: Response Required
- Copy of NJ Business Registration Certificate
- Certificate regarding the debarment, suspension, ineligibility and voluntary exclusion – lower tier covered transactions (attached)

Written submission responding to the requirements contained in this RFQ should be submitted to the following address:

Camden County Workforce Development Board, Inc.  
1111 Markkress Rd., Suite 101  
Cherry Hill, New Jersey 08003  
Attn: Jeffrey S. Swartz, Executive Director  
[receptionist@ccwib.com](mailto:receptionist@ccwib.com)

To be considered, please submit one (1) copy of your qualification/response directed to the above-mentioned address no later than **12:00 noon on May 27, 2020.** **All submissions received by the**

**CCWDB by 12:00 noon on May 27, 2020 will be publicly opened (including emails) by CCWDB at its offices at the above address. Awards shall be made publicly by resolution of the members of CCWDB at a subsequent meeting.** Late submissions will not be accepted and/or will be returned unopened. No oral, written or other form of amendment will be accepted by the CCWDB after this time, unless requested by the CCWDB. The CCWDB reserves the right to reject any or all submissions, to waive any requirements of the RFQ and to modify or amend, with the consent of the respondent, submissions. All submissions become the property of the CCWDB.

Proposals must be either emailed with the name of the RFP shown in the subject line; mailed with the name of the RFP shown on the outside of the envelope; or personally delivered to our office in a sealed envelopes with the name of the RFP clearly marked on the outside of the envelope. Proposals may not be faxed.

The CCWDB assumes no responsibility for delays in any form of carrier, mail or electronic delivery service causing the proposal to be received at the CCWDB office later than the above-referenced scheduled opening.

**It is the responsibility of the respondent to monitor the Workforce Development Board Website for updates and responses to questions ([www.ccwib.com](http://www.ccwib.com)).** The preparation of an RFQ response shall be at the expense of the respondent. The CCWDB will not reimburse firms for any costs associated with the preparation or submittal of any response.

**A full copy of the RFQ can be obtained at [www.ccwib.com](http://www.ccwib.com) or may be requested by email at [receptionist@ccwib.com](mailto:receptionist@ccwib.com) by supplying agency name, address, phone, email and contact information.** The preparation of an RFQ response shall be at the expense of the respondent. The CCWDB will not reimburse firms for any costs associated with the preparation or submittal of any response.

By responding to this RFQ, you acknowledge and consent to the conditions set forth herein relative to the submission, review and consideration of your response.

The CCWDB reserves the right to return to the Applicant without review any response which is incomplete, including a response which does not include the certification and signature required above.

Questions regarding this solicitation should be submitted in writing to the CCWDB at [receptionist@ccwib.com](mailto:receptionist@ccwib.com) and will receive a written response. Each such question and response will also be sent to any other potential Applicant who notifies the CCWDB in writing of its desire to receive those responses.

#### IV. EVALUATION CRITERIA

Qualifications will be awarded based on the following criteria:

- a. Price Qualification
- b. Proven record of firm's experience
- c. Personnel experience/qualifications
- d. Understanding of the services requested and qualitative nature of the services proposed
- e. Ability to provide the service in a timely manner

## V. CERTIFICATIONS REQUIRED

All successful Qualifications must adhere to the following.

### A. State Contractor Business Registration Program

Effective September 1, 2004, P.L. 2004, c. 57 expands the State Contractor Business Registration Program to contracting units as defined in the Local Public Contracts Law. This means that all firms and their subcontractors receiving CCWDB contracts exceeding \$17,500 must provide a copy of their Business Registration Certificate. Questions regarding this law may be directed to the New Jersey Department of Taxation. To obtain a Business Registration Certificate go to:  
<http://www.nj.gov/treasury/revenue/busregcert.shtml>.

### B. Equal Employment Opportunity

N.J.S.A. 10:5-31 and N.J.A.C. 17:27

#### **MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**

Goods, Professional Services and General Services Contracts  
(Mandatory Affirmative Action Language)

1. Each contractor shall submit to the public agency, after notification of award but prior to execution of a goods and service contract, one of the following documents.
  - i. Appropriate evidence that the contract is operating under an existing federally approved or sanctioned affirmative action program;
  - ii. A certificate of employee information report approval, issued in accordance with N.J.A.C. 17:27-4; or
  - iii. An employee information report from (FORM AA302) provided by the Division and distribution to the public agency to be completed by the contractor, in accordance with N.J.A.C. 17:27-4
2. During the performance of this contract, the contractor agrees as follows:
  - i. The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Except with respect to applicants are recruited and employed, and that employees are treated during employment without to regard age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment notices to be provided by the public

agency compliance officer setting forth provisions of this nondiscrimination clause;

- ii. The contractor or subcontractor, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex;
- iii. The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment;
- iv. The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time.

3. After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Division an initial project workforce report (Form AA201) provided to the public agency by the Division for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7.

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause;

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age,



race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

4. When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the applicable employment goal prescribed by N.J.A.C. 17:27-7.3; provided, however, that the Division may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by (a)1i and 2 below, as long as the Division is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Division that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the applicable employment goal established in accordance with N.J.A.C. 17:27-7.3. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

- i. If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer, pursuant to N.J.S.A. 10:5-31 et seq., as supplemented and amended from time to time. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to attempt to hire or schedule minority and women workers directly, consistent with the applicable employment goal. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with the applicable employment goal, the contractor or subcontractor agrees to be prepared to hire or schedule minority and women workers directly, consistent with the applicable employment goal, by complying with the hiring or scheduling procedures prescribed under (1)2 below; and the contractor or subcontractor further agrees to take said action immediately if it determines or is so notified by the Division that the union is not referring minority and women workers consistent with the applicable employment goal.

5. If the hiring or scheduling of a workforce consistent with the employment goal has not or cannot be achieved for each construction trade by adhering to the procedures of (a)1 above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions consistent with the applicable county employment goals:

- i. To notify the public agency compliance officer, the Division, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;
- ii. To notify any minority and women workers who have been listed with it as awaiting available vacancies;
- iii. Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;
- iv. To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State training and employment service and other approved referral sources in the area until such time as the workforce is consistent with the employment goal;
- v. If it is necessary to lay off any of the workers in a given trade on the construction site, to assure, consistent with the applicable State and Federal statutes and court decisions, that sufficient minority and women employees remain on the site consistent with the employment goal; and to employ any minority and women workers laid off by the contractor on any other construction site on which its workforce composition is not consistent with an employment goal established pursuant to rules implementing N.J.S.A. 10:5-31 et seq.
- vi. To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:
  - (1) [If said individuals have never previously received any](#) document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall determine the qualifications of such individuals and if the contractor's or subcontractor's workforce in each construction trade is not consistent with the applicable employment goal, it shall hire or schedule those individuals who satisfy appropriate qualification standards. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience as recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the

Division. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of these requirements, however, are limited by the provisions of (a)3 below.

- (2) If the contractor's or subcontractor's workforce is consistent with the applicable employment goal, the name of any interested women or minority individual shall be maintained on a waiting list for the first consideration, in the event the contractor's or subcontractor's workforce is no longer consistent with the applicable employment goal.
- (3) If, for any reason, a contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Division.

vii. To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Division and submitted promptly to the Division upon request.

6. The contractor or subcontractor agrees that nothing contained in (a)2 above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (a)2 above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey workers ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (a)2 above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

7. After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Division an initial project workforce report (Form AA201) provided to the public agency by the Division for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Division and to the public agency compliance officer. The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the-job programs for outreach and training of minorities and women.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- Letter of Federal Affirmative Action Plan Approval;
- Certificate of Employee Information Report;
- Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

C. Americans with Disabilities Act

**AMERICANS WITH DISABILITIES ACT**  
**Mandatory Language**

Equal Opportunity for Individuals with Disabilities.

The Contractor and the CCWDB do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. s12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the CCWDB pursuant to this contract, the Contractor agrees that the performance shall be in strict compliance with the Act. In the event that the Contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the Contractor shall defend the CCWDB in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the CCWDB, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The Contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the CCWDB's grievance procedure, the Contractor agrees to abide by any decision of the CCWDB, which is rendered pursuant to, said grievance procedure. If any action or administrative proceeding results in an award of damages against the CCWDB or if the CCWDB incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the Contractor shall satisfy and discharge the same at its own expense.

The CCWDB shall, as soon as practicable after a claim has been made against it, give written notice thereof to the Contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the CCWDB or any of its agents, servants, and employees, the CCWDB shall expeditiously forward or have forwarded to the Contractor every demand, complaint, notice, summons, pleading, or other process received by the CCWDB or its representatives.

It is expressly agreed and understood that any approval by the CCWDB of the services provided by the Contractor pursuant to this contract will not relieve the Contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the Owner pursuant to this paragraph.

It is further agreed and understood that the CCWDB assumes no obligation to indemnify or save harmless the Contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this agreement. Furthermore, the Contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the Contractor's obligations assumed in this agreement, nor shall they be construed to relieve

the Contractor from any liability, nor preclude the CCWDB from taking any other actions available to it under any other provisions of this agreement or otherwise at law.

## **D. Debarment, Suspension, Ineligibility and Voluntary Exclusion**

### **INSTRUCTIONS FOR CERTIFICATION** (Form following instructions must be completed.)

1. By signing and submitting this qualification, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (USDOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this qualification is submitted if at any time the prospective recipient of Federal funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction”, “debarred”, “suspended”, “ineligible”, “lower tier covered transaction”, “participant”, “person”, “primary covered transaction”, “principal” “qualification”, and “voluntary excluded”, as used in this clause, have the meanings as set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this qualification is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds agrees by submitting this qualification that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the USDOL.
6. The prospective recipient of Federal assistance funds further agrees by submitting this qualification that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participants in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is

erroneous. A participant may, but is not required to check the List of Parties Excluded from Procurement or Nonprocurement Programs.

8. 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.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the USDOL may pursue available remedies, including suspension and/or debarment.



**CERTIFICATION REGARDING THE DEBARMENT, SUSPENSION, INELIGIBILITY  
AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, titled Participants' Responsibilities. The Regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211)

I am \_\_\_\_\_ of the firm \_\_\_\_\_  
(Your Title) (Name of Your Organization)

(Address of Your Organization)

CHOOSE THE FOLLOWING

( ) A. I hereby certify on behalf of \_\_\_\_\_  
(Name of Your Organization)

that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

( ) B. I am unable to certify to any of the statements set forth  
in this certification. I have attached an explanation to this form.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Type Name & Title

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