



REQUEST FOR PROPOSAL
COMPREHENSIVE CAREER SERVICES
WORKFORCE INNOVATION & OPPORTUNITY ACT
Title I Service Provider and Additional Programs Designated in the RFP

2022-2023 PROGRAM YEAR

July 1, 2022 – June 30, 2023

GST Michigan Works
711 North Saginaw Street, Suite 300
Flint, Michigan 48503

“Supported by the State of Michigan. GSTMW materials and programs paid for with State and Federal funds. Equal Opportunity Employer/Program. Auxiliary aids and services are available upon request to individuals with disabilities. 1-800-285-9675 TTY:711. A proud partner of the American Job Center Network.”

Section 1: Background & Proposal Instructions

1.1 GST Michigan Works! (GSTMW)

GST Michigan Works! (GSTMW) is a special unit of local government, which serves as the Michigan Works! Agency for Genesee, Huron, Lapeer, Sanilac, Shiawassee, and Tuscola counties. GSTMW is exempt from federal income tax under Section 501(c) (3) of the Internal Revenue Code. The agency employs approximately 56 people. It is governed by a 21-member volunteer board and a 12-member Governing Board. Administrative offices and all records are located at 3270 Wilson Street, Marlette, MI 48453.

GSTMW is a federal and state grant-funded organization. Its major purpose is to strengthen the regional economy. It assists employers in finding and retaining qualified employees and assuring the labor force meets the needs of employers. The purpose of the service center is to provide labor exchange and workforce development services for employers and job seekers.

Additional information about GST Michigan Works is available at the [GSTMW website](#), including the strategic plan, vision, mission statements, and customer service standards.

1.2 American Job Center Locations

The Michigan Works! Service Centers are the physical locations where system partners are co-located for easy access by employers and job seekers. The services for this RFP will originate from these locations. All service center locations for GSTMW provide WIOA services.

In Huron, Lapeer, Sanilac, and Tuscola Counties, services are provided by GSTMW staff. In Genesee and Shiawassee Counties, services are provided by RFP bidders who respond and are contracted to provide services for the 2022-2023 program year and potential contract renewals. Space and equipment may be provided by GSTMW. In addition, other RFP services such as special services or staffing services may be provided at any GSTMW location.

Listed below are the GSTMW service centers for the six-county area:

Genesee County – Flint 711 North Saginaw Street Flint, MI 48503 810-233-5974	Shiawassee County 1975 West Main Street, 2 nd Floor Owosso, MI 48867 989-729-9599
Genesee County – Fenton 4045 Owen Road Fenton, MI 48430 810-215-1246	
Huron County 614 N. Port Crescent Street	Sanilac County 575 W. Sanilac Road, Box 147

Bad Axe, MI 48413 989-269-2311	Sandusky, MI 48471 810-648-5800
Lapeer County 550 Lake Drive Lapeer, MI 48446 810-664-1680	Tuscola County 1184 Cleaver Road Caro, MI 48723 989-673-8103

1.3 Program Descriptions

Most programs operated by GSTMW are under the guidance of the State of Michigan Department of Labor and Economic Opportunity (LEO). All contractors must operate programs meeting LEO requirements. See this searchable list of state PIs and manuals for all programs (BRN, ES, FAE&T, MiTC, WIOA, PATH, TAA): https://www.michigan.gov/leo/0,5863,7-336-94422_95539_67992---,00.html

Workforce Innovation and Opportunity Act (WIOA)

Workforce Innovation and Opportunity Act (WIOA) is a federally funded program through the U.S. Department of Labor and the State of Michigan. WIOA is a primary source of federal funds for workforce development activities throughout the nation. Funds are awarded to the Chief Elected Officials (CEOs) of a Local Workforce Development Area (LWDA) to serve two primary customers—job seekers and businesses through a one-stop system branded as the American Job Center (AJC) system. WIOA strengthens the workforce system through innovation and alignment of services to promote individual and economic growth, and meeting the business and industry needs in the area. One of its main purposes is to assist individuals with barriers to employment by increasing their access to employment, education, training, and support so they can succeed in the labor market.

PATH (Partnership. Accountability. Training. Hope.)

With the passage of federal Welfare to Work legislation in 1996, cash assistance evolved from an entitlement to a safety network program designed to provide families with temporary financial assistance while they secure employment. However, many families seeking cash assistance through the Michigan Family Independence Program (FIP) face significant barriers in securing and retaining employment. From childcare to transportation and literacy, caseworkers cite a long list of barriers that can keep families from achieving self-sufficiency.

On January 1, 2013, the Michigan Department of Health and Human Services (MDHHS), the Department of Labor and Economic Opportunity, Workforce Development (LEO-WD), and the Michigan Works! Agencies (MWAs) began implementing PATH. PATH is a robust, results-oriented work participation program designed to identify barriers and help clients connect to the resources they will need to obtain employment. The program features a 10-day assessment period during which barriers to employment are identified and caseworkers work individually with clients to connect them with resources to address these barriers.

Food Assistance Employment and Training (FAE&T)

The FAE&T Program will allow clients to participate in employment and training activities that will improve their ability to obtain and retain regular employment and increase self-sufficiency. Employment services and training activities available include supervised job search, job search training, work readiness, basic literacy, and vocational training.

Trade Assistance

Trade Adjustment Assistance (TAA) is a federal program that assists workers within the United States who have lost, or may lose, their jobs as a result of impacts from foreign trade. TAA provides adversely affected workers with opportunities to obtain the skills, credentials, resources, and support necessary to become re-employed.

Wagner Peyser Employment Services

The Wagner-Peyser (W-P) Act of June 1933, as amended by the Workforce Innovation Opportunity Act (WIOA) of January 2014, established the Employment Service (ES) System. This one-stop delivery system is the labor exchange process that matches employer job openings with qualified job seekers and provides labor market information, career development assistance, and the Unemployment Insurance's (UI's) work tests. Bringing together job seekers and employers is the goal of this system.

1.4 Eligible Applicants

The types of entities that may apply include, but are not limited to:

- An institution of higher education
- A community-based, non-profit organization or workforce intermediary
- A private-for-profit entity

1.5 Project Timeline & Funding

RFP posted on GST Michigan Works website	Friday, December 10, 2021
Written questions due to mlorahhammond@gstmiworks.org	Thursday, December 16, 2021
Answers to written questions posted on the GSTMW website	Thursday, December 30, 2021
Email listing programs and intent to bid due to mlorahhammond@gstmiworks.org	Tuesday, January 4, 2022
All proposals due to GSTMW Flint office via USPS, UPS, Fed Ex, or personal delivery (receipt required) by 4:00 PM.	Tuesday, January 18, 2022
GST Michigan Works!	

711 North Saginaw Street, Suite 300 Flint, Michigan 48503	
LEO & WDB Meeting – Board Action	Friday, March 11, 2022
Notifications to bidders	Friday, April 1, 2022
Negotiations and contract preparation	April 1-30, 2022
Contract year begins	Friday, July 1, 2022, or Saturday, October 1, 2022, depending on the program

The anticipated funding amounts are listed below.

County	Program	Amount
Genesee	Adult & Dislocated Career Services & WP - ES	\$1,750,000
Genesee	Partnership, Accountability, Training, Hope (PATH)	5,000,000
Genesee	Food Assistance Employment & Training, (FAE&T)	140,000
Genesee	WIOA Out-of-School Youth (OSY)	275,000
Shiawassee	Adult & Dislocated Career Services & WP - ES	700,000
Shiawassee	PATH	500,000
Shiawassee	WIOA Out-of-School Youth (OSY)	250,000

GSTMW is releasing a Request for Proposals for the services as described below:

- One** sub-recipient will be selected to provide the following program services for Genesee county: WIOA Adult, WIOA Dislocated Worker, WIOA Out-of-School Youth, Partnership. Accountability. Training. Hope. (PATH), Wagner Peyser Employment Services (20 hours per week in Flint and 40 hours per week in Fenton) and the Food Assistance Employment and Training (FAE&T) program.
- One** sub-recipient will be selected to provide the following program services for Shiawassee county: WIOA Adult, WIOA Dislocated Worker, WIOA Out-of-School Youth, Partnership. Accountability. Training. Hope. (PATH), and Wagner Peyser Employment Services
- The Out-of-School Youth Program is included in Comprehensive Career Services. However, additional out-of-school youth programs will be contracted under the Youth Services RFP. Jobs for Michigan’s Graduates (JMG) will be contracted under the Youth Services RFP. Contractors that want to bid on Comprehensive Career Services and also deliver JMG services will need to respond to both RFPs.

Dec. 8 WIOA Comprehensive Career Services

1.6 Supplemental Grants, Alternative Funding, Special initiatives

GSTMW may obtain funds through grants, partnerships, and/or collaborations that will require contractors to provide services relating to employment, training, or job placement with outcomes specific to the grant or funding source. When appropriate, clients served as part of these initiatives may be co-enrolled into traditional WIOA and/or other workforce programs and contribute successfully towards performance measures. GSTMW will establish goals, processes, and procedures specific to each special project or initiative.

1.7 Proposal Cover Page

2022-2024 GST MICHIGAN WORKS! FUNDING APPLICATION

PLACE THIS FORM ON YOUR LETTERHEAD AND HAVE SIGNED BY AN AUTHORIZED PERSON

Responder Organization Name	Program – RFP	County or Counties

Organization Legal Name:

Address:

Federal Tax/Employer ID Number:

Name, email, and phone number of the person(s) to be contacted about this application:

Name, email, and phone number of the person (s) authorized to sign applications, documents, and contracts:

Type of business (school district; a private non-profit; private for-profit; a minority-owned business; female-owned business; a person with disability-owned business; college; other):

By signature below we certify and accept:

- That this agency hereby accepts all terms, certifications, and conditions outlined in the RFP;
- That the information in this application is correct to the best of my knowledge and belief and is responsive to the proposed specification;
- That the completion of this application has been fully authorized and signed by the the subcontractor’s authorized representative and that the named individual is authorized to negotiate and contractually bind the responder, and that he/she will be available for questioning during the period of proposal evaluation;
- That the bidding organization understands that this proposal is an application for funding and does not ensure subsequent funding;
- That if selected for funding, the bidding organization will be bound by the information contained herein as well as by the terms and conditions of the resultant contract and WIOA regulations.

Name: _____ Title: _____

Signature: _____ Date: _____

1.8 Proposal Submission

The services will be procured on an open, competitive basis. GSTMW administration will select the bidder whose proposal is responsive to the RFP and is most advantageous to GSTMW in price, quality, and other factors specified in the RFP. Any proposal may be rejected in whole or in part.

Inquiries about this RFP should be sent to mlorahhammond@gstmiworks.org. The question-and-answer period allows proposers to ask technical questions. Information about the solicitation will be posted on the GSTMW website. GSTMW reserves the right to reject any and/or all requests for clarification. GSTMW reserves the right to rescind this RFP, modify, or add to this request for proposal.

All proposals shall include one (1) original and five (5) copies of the responder's proposal. This must include the signed cover page, narrative response, and budget pages with budget narrative. A proposal must set forth all responses in the format required by the RFP to be considered. Proposals that are late, not complete, or are sent to the wrong address will not be considered.

Proposals must be complete, computer-generated, and technically accurate. The proposals should be a minimum of 12 font size. A footnote at the bottom of each page should include the bidder's name. Each page must be numbered. The narrative proposal should not exceed 20 pages excluding budget and budget narrative.

This RFP does not commit the GSTMW to award a contract or to pay any costs incurred in the preparation of responses. GSTMW reserves the right to accept or reject any and/or all bids received as a result of this request.

Any bidder that attempts to exchange information with any other potential bidder to gain a competitive advantage will be subject to disqualification and possible criminal prosecution. Any bidder who attempts to discuss its proposal with or offer anything of value to any GSTMW officer, director, staff person, agent, or representative during this procurement process, will be subject to disqualification and possible criminal prosecution. These provisions do not prohibit potential bidders from seeking and joining subcontractors or partners in responding. All partners and subcontractors must be identified in the proposal.

Efforts will be made by GSTMW to utilize small businesses, womens' business enterprises, and minority-owned businesses. A bidder qualifies as a small business firm if it meets the definition of "small business" as established by the Small Business Administration (13 CFR 121.103 through 121.108). Upon request, GSTMW will make this RFP available in large print or alternative format to individuals with disabilities. TTY:711.

1.9 Proposal Evaluation

All proposals will be rated by a Review Committee. GSTMW may request more data, discussion, or presentations. GSTMW may also ask for price, technical, or other revisions of proposals. Recommendations from this Committee will be forwarded to the Workforce Development Board. Factors considered by the Committee may include:

- Analysis of the written application using the ratings listed on the application
- Cost/price analysis of the budget/proposal
- A site visit and pre-award survey conducted by GSTMW staff
- Responses to requests for additional information if made by GSTMW
- Bidder presentations
- Previous provider monitoring findings
- Previous and or past performance if applicable
- Comparison with other proposals

GSTMW reserves the right to consider factors outside of the RFP that it deems relevant in making its final selection of contractors that will serve the best interest of GSTMW workforce programs, its customers, and the communities it serves.

Information provided by a proposer which is willingly, knowingly, and purposely false, inaccurate, and/or misleading will be grounds for not considering a proposal for funding, for not awarding a contract, or for canceling a contract if awarded.

Section 2: Comprehensive Career Services Program Information

2.1 Comprehensive Career Services

The GSTMW Comprehensive Career Services Unit (CSU) provides career services to:

- WIOA Adults (A) economically disadvantaged adults
- WIOA Dislocated Workers (DW)
- WIOA Out-of-School Youth (OSY) economically disadvantaged youth
- Wagner Peyser Employment Services (ES) all job seekers & employers;
- PATH (public assistance recipients);
- FAE&T (food stamp recipients – Genesee County only); and
- Any other clients as designated by GSTMW.

This unit is responsible for directly providing client services to WIOA (A, DW, OSY), PATH, FAE&T, and/ or coordinating with units providing services for individual clients including Employment Services. This unit will cover Employment Services in Fenton for 40 hours per week. This unit will also assist in coverage of Employment Services for a minimum of 20 hours per week in the Flint office. The contract for each program includes operating each program according to federal and state manuals and policies, as well as GSTMW policies and procedures. Detailed information on comprehensive career services programs may be found at the links below

[State of Michigan WIOA Manual](#)

[GSTMW Policies](#)

[PATH Program Manual](#)

[FAE&T Manual](#)

[Employment Services Manual](#)

[Trade Adjustment Assistance Manual](#)

2.2 Participant Previous Yearly Enrollments

Office Location	Active Adult Participants	Active Dislocated Workers Participants	Active Youth Out-of-School Participants	PATH	F&E&T
Genesee – Comprehensive Career Services	130	70	60	1485	270
Shiawassee – Comprehensive Career Services	80	25	25	120	Does not apply
Total	210	95	85	1,605	

2.3 Federal and State Performance Measures

	WIOA Adult	WIOA Dislocated Worker	WIOA Youth	Wagner Peyser
MWA 13 - GST Michigan Works	Target	Target	Target	Target
Employment 2nd Quarter After Exit	85.00%	86.80%	77.40%	73.40%
Employment 4th Quarter After Exit	81.20%	83.30%	75.70%	67.50%
Median Earnings 2nd Quarter After Exit	\$6,194	\$6,779	\$3,458	\$5,772
Credential Attainment Rate	82.40%	81.40%	74.90%	
Measurable Skill Gains	45.60%	44.30%	43.20%	

*Performance measures are negotiated annually. Contractors are responsible for meeting new metrics as they are developed and approved.

2.4 Enrollment Targets

GSTMW sets targets for enrollments each year. Contractors are expected to collaborate with the region to develop quarterly targets specific to performance metrics as well as enrollments. Some program enrollments are not within the Michigan Works control.

Program	2022 GST Total Target	Shiawassee Target	Genesee Target	Source
Adult	300	120	180	New Enrollments
Dislocated Worker	105	45	60	New Enrollments
Out-of-School Youth	140	40	100	New Enrollments
FAE&T	270	NA	270	New Enrollments

Section 3: Comprehensive Career Services Narrative Questions for Proposal

3.1 Organizational Experience & Capacity (20 points)

1. Describe your organization's mission, goals, activities, accomplishments, and expertise. Identify how long your organization has been in business.
2. Provide information about your organization's experience contracting with federally funded agencies. Who will have responsibility for meeting and monitoring requirements for certifications, policies, federal assurances, and contract provisions? Explain in detail how your agency will meet those requirements.
3. Detail current and past workforce development contracts that were in effect within the last five (5) years for:
 - WIOA comprehensive programs
 - WIOA specialized programs
 - FAE&T
 - PATH
 - Jobs for Michigan's Graduates (JMG)
 - WIOA Out-of-School Youth
 - Wagner Peyser Employment Services
4. Describe the organization's staffing plan. Include an organizational chart with FTE staff for each program. Describe plans for cross-training staff and flexibility in meeting program numbers' ebbs and flows.
5. GSTMW is seeking providers with professional staff. Detail staff qualifications, onboarding, professional credentials, and your agency's in-service training. If you are not a current contractor, detail how you would handle the transition between providers.

3.2 Program Service Delivery Model (30 points)

1. Workforce development programs provided by GSTMW through providers and/or dedicated GSTMW staff follow the prescribed programs as described in state and federal manuals, policies, and GSTMW policies and procedures. Describe your strategies for engaging, recruiting, enrolling, and serving career seekers. How will you assess their eligibility, suitability, and fit for programs from a variety of funding streams?
2. A variety of approaches can be used in working with job seekers including case management and coaching. Describe your organization's philosophy in working to help each job seeker achieve their goals while still meeting GSTMW metrics.

3. Describe your organization's plans for serving diverse customers including, but not limited to: economically-disadvantaged individuals with little or no work experience, individuals with low educational attainment or low literacy proficiencies, veterans, individuals with disabilities, those with limited English ability, minorities, ex-offenders, dislocated workers, or those who may have experience and skills but have not worked for an extended period.
4. Some employment seekers present with skills that do not match their career goals. How will you help customers address gaps in literacy, including digital, reading, math, and other skills necessary to enter training programs or compete for jobs? What assessments and learning programs will you use?
5. During the contract period, staffing needs may change. Comprehensive career service contractors may need to provide staff to provide employment services at Shiawassee and Genesee one-stop centers. How will you select staff with the skills and background to provide employment services under the direction of the center manager? How will you gear up to implement grant programs with unique funding, eligibility requirements, and benchmarks including NEG and USDOL grants? Describe previous experience with collaborative federal grants.
6. What are the challenges you see that impact GSTMW's workforce system and how will your organization address them.

3.3 Partnerships & Community Engagement (10 points)

1. Describe your existing relationships with community-based organizations and agencies. How will those relationships benefit individuals in the program?
2. Describe how you will increase community outreach to ensure job seekers and the public are aware of workforce services.
3. How will you connect clients to services provided by the education and workforce partners, including adult basic education, higher education, job training, and apprenticeships?
4. Describe successes and/or challenges experienced in previous collaborative or integrated service delivery models. How will that contribute to your future success?

3.4 Performance & Accountability (10 points)

1. Describe your strategy to meet or exceed GSTMW performance goals. How will your organization manage measurement, achievement, and documentation of performance standards?
2. Describe your strategy for providing supportive services. How will you provide support for clients from initial intake through placement and retention?

3. Describe your experience implementing career services or employment services contracts. Include at least two years of your documented performance measures results.
4. Describe the internal monitoring and self-evaluation procedures you will use. This should include the processes, the activities, who handles the monitoring, and procedures by which deficiencies noted are corrected.

3.5 Strategic Plan & Customer Service (5 points)

1. How will you achieve staff excellence in implementing GSTMW Customer Service Standards?
2. How will you help GSTMW achieve its Vision, Mission, and Strategic Plan?

3.6 Technology (5 points)

1. Detail your experiences providing virtual services including intake, orientation, assessments, workshops, and case management/coaching. Describe your successes and/or challenges.
2. Describe how the use of modern tools and technology will support access and delivery of virtual services to job seekers.

3.7 Agency Background/Administrative Capacity (10 points)

1. What is your annual budget? Include GSTMW funding.
2. What percent of your budget will GSTMW fund if you are successful?
3. Will the participants receive support from any other funding sources (public, private, federal, state, or local monies)?
 YES NO (If yes, please state in the budget the estimated amount and source of extra funds used.)
4. Are the activity's costs the same as your agency charges other organizations or the general public?
 YES NO (If no, please attach an explanation.)
5. Please complete the chart below.

Indicate the agency's experience over the past four (4) years about the following items:	Yes	No
Were charges of unfair labor practices filed against the organization?		
Were lawsuits or judgments filed?		
Were there investigations of fraud, abuse, conflict of interest, political activities, nepotism, or any criminal activities?		

Was there a default or breach of contract?		
Was there cancellation or non-renewal of contracts due to non-performance or poor performance?		
Was there bankruptcy or receivership by your organization or parent organization?		
Were there EEO complaints or grievances against your organization/agency?		

If you answered “yes” to any of the above, information must include at least: date occurrence initiated; party or parties involved with specific reference to SOM-WDA or federal funds; a brief description of the circumstances; final disposition and date; and a brief explanation if action is still pending.

Providing false information, failing to include the above information, or omitting relevant information may be grounds for not considering a proposal, awarding a contract, or canceling a contract if awarded.

6. Proof for Financial Liability

If funded by GSTMW, the bidder agrees to assume financial liability for any disallowed costs that occur as a result of any financial agreement. Costs must be paid with non-federal funds. The bidder must place a checkmark next to how financial liability will be assumed and provide a written description. It is agreed that GSTMW may require further documentation from the successful bidder before the execution of any agreement.

_____ Taxing Authority (Describe).

_____ Pledged assets in an amount enough to cover all disallowed costs. (Describe).

_____ Errors and omissions insurance which has been deemed acceptable to GSTMW.

_____ Deposit of non-federal funds enough to cover all disallowed costs. (Describe).

7. Does your company/agency have any potential conflicts of interest arising from the relationships of the operators with training service providers, other service providers, GSTMW staff, or board members?

2.8 Budget & Budget Narrative (10 points)

1. Budget/Fiscal Stability/Capacity/Cost Price Analysis: Complete all budget pages as requested. Include more information in a budget narrative.
2. The narrative should include % of direct participant costs, including supportive services, OJT, and training expenses.

3. If the entity is for-profit, identify the profit percentage suggested in the proposed budget, and describe the risk and other factors taken into consideration to arrive at this percentage. Profit will be subject to negotiations.

Rating Sheet - Comprehensive Career Services

For information Only

Category	# points possible	# points awarded
Organizational Experience & Capacity	20	
Program Service Delivery Model	30	
Partnerships & Community Engagement	10	
Performance & Accountability	10	
Strategic Plan & Customer Service	5	
Technology	5	
Agency Background/Administrative Capacity	10	
Budget	10	
Total	100	

PROJECT COST CATEGORY/LINE ITEM BUDGET 2022-2023

Program: _____

LINE ITEM BUDGET TOTAL	Amount	% of Total Budget	Budget Explanation & Narrative
<i>SERVICE ADMINISTRATION COSTS</i>			
-Salaries/Wages			
-Fringe Benefits			
-Communications/Supplies			
-Travel			
-Rent/Utilities			
-Other (Describe)			
TOTAL Administration Costs			
<i>DIRECT SERVICE PROVISION COSTS</i>			
-Salaries/Wages			
-Fringe Benefits			
-Communications/Supplies			
-Travel			
-Rent/Utilities			
-Other (Describe)			
TOTAL Direct Service Costs			
GRAND TOTAL			

Section 4: Funding, Financial Administration, and Contractual Requirements

4.1 Allowable Costs

Only costs directly related to the operation of the program and properly supported with backup data and records will be allowable charges to the program. For shared time or facilities arrangements where staff wages, utilities, supplies, etc., are to be funded by more than one source, a cost allocation plan must be maintained. Cost allocations of personnel and other expenses must be justifiable as stated in 2 CFR 200.

The contract will be on a cost-reimbursement basis. Payment for any contract awarded as a result of this Request for Proposals (RFP) will be made monthly subject to the receipt and verification of the subcontractor's request for payment. Reductions of the budget level and/or expenditures may be considered during the contract if a service provider fails to meet expenditure and/or outcome goals. Should a subcontractor fail to meet performance objectives for GSTMW programs, up to fifteen percent (15%), excluding payment to participants, of the total contract may be withheld. A de-obligation/re-obligation procedure will be included in all contracts which result from this RFP. All providers of services funded by GSTMW must meet or exceed all performance and customer service standards. Full payment for contracts will be dependent on the achievement of performance requirements.

4.2 Accounting Records

All awarded funds are from federal and state sources. Each contractor must thereby maintain acceptable, accommodating accounting records. An adequate system of managing funds and keeping backup data to support expenditures for late audit purposes is the full responsibility of each contractor. No organization will be contracted to deliver funded services or activities unless the organization or agency can provide GSTMW with an acceptable accounting manual, or a statement from a Certified Public Accountant (CPA), that its accounting system meets generally accepted standards of accounting or has had its accounting system reviewed and approved by GSTMW.

4.3 Audit Provisions

Contractors receiving federal/state funds must, under certain circumstances, arrange to pay for audits of their organizations and programs. Therefore, each contractor must: (1) determine whether it must audit its organization and programs, and (2) provide sufficient funds in its budget if it must conduct audits. The guidelines described below should enable each contractor to determine its audit responsibilities and provide for audit costs in its budget if necessary. Contractors who are non-profit corporations are required to have an audit completed by following 2 CFR part 200.

Private-for-profit commercial organizations which receive federal assistance of \$25,000 or more annually shall be audited in accordance with Section 627.480 (a)(3) of the regulations. TLEO interprets this new section of the regulations to require that such organizations have an annual financial and compliance audit with an internal control review either: (1) performed on a program-specific basis in accordance with generally accepted government auditing standards, or (2) which includes federal funds within the scope of their organization-wide audit. Private-for-profit commercial organizations shall review 2 CFR part 200 for guidance on how the audit may be structured.

4.4 Contract

The award of any contract based on proposals received in response to this RFP is contingent upon the action of the GSTMW Workforce Development Board, the grant recipient receiving adequate funds from the LEO/WDA for the period covered by this RFP, and the ability to negotiate a contract within the financial and programmatic limitations imposed.

Contracts entered into as a result of this proposal will include and be bound by the General Contract Stipulations and Assurances document and GSTMW policies. Therefore, the General Contract Stipulations and Assurances and GSTMW policies should be reviewed carefully before a proposal is submitted. Contracts will be contingent on the provision of all additional requested information, including but not limited to:

- Insurance certification
- Revised budget
- Audits
- Cost allocation plan

For the awarded contract, the submitted proposal, with any negotiations, will become part of the official contract file. Any commitments made in the proposal will be part of the contract and will be binding on the contractor. Subject to performance and fund availability, the selected contractor may be eligible for up to two (2) 1-year extensions with a budget subject to GSTMW approval.

Contractors must not establish practices that create disincentives to providing services to individuals with barriers to employment who may require longer-term services, such as intensive employment, training, and education services.

4.5 Cancellation of Contract

This contract may be terminated early in whole or in part for any of the following reasons:

1. Either party may terminate this contract for convenience by giving thirty (30) calendar days advance written notice to the other party in person or by certified mail. All notice periods shall commence when notice is personally delivered, or in the case of mailing, when deposited at the U.S. Post Office. Termination for convenience cannot be appealed. After notice of termination, the Contractor shall continue services as directed by GSTMW through the effective dates of termination and shall cooperate with GSTMW to assure a smooth transition.
2. GSTMW may terminate this contract immediately for cause by giving written notice to the Contractor. Breach of any of this contract's terms or attachments shall constitute cause for termination. The notice of termination shall be effective immediately upon the receipt by the Contractor.
3. Contract funds may be suspended or terminated at any time:
 - a. Due to lack of funds or changes in appropriation; and
 - b. If the contractor refuses to accept any additional or revised conditions mandated by the GSTMW in accordance with conditions set by the WDB, LEO/WDA, or the USDOL.

GSTMW may terminate this contract for cause if contractor appears on the register maintained by the TIA/WDA pursuant to Section 2 of Michigan Public Act No. 278 of 1980 (MCL 423.322) of employers who have been found in contempt of court by a federal court of appeals on not less than three (3) occasions involving different violations during the preceding seven (7) years for failure to correct an unfair labor practice, as prohibited by Section 8 of the National Labor Relations Act, 29 USC 158.

4.6 Equipment, Furniture, and Materials

All policies and guidelines as related to procurement and equipment inventory as specified by GSTMW must be followed. Any non-expendable items which are purchased outright with funds from GSTMW will remain the property of GSTMW and may not be altered, moved, or disposed of without advance, written permission from GSTMW.

4.7 Meetings, Trainings, and Workshops

Periodically throughout the contract period, the MWA will host service provider meetings, training, and workshops specifically designed to assist the service providers in maintaining compliance. Contractor staff must attend.

4.8 Prevention of Fraud and Program Abuse

To ensure the integrity of WIOA and other workforce programs, special efforts are necessary to prevent fraud and other program abuses. Fraud includes deceitful practices and intentional misconduct, such as willful misrepresentation in accounting for the use of program funds. "Abuse" is a general term that encompasses improper conduct which may not be fraudulent in nature. Possible problem areas could include the following: conflict of interest, kickbacks, commingling of funds, charging fees to participants, nepotism, child labor, political patronage, political activities, religious activities, unionization, and anti-unionization activities/work stoppages and maintenance of effort. Proposals that are found to violate the abuse standards will not be funded. Proposers who receive contracts will be required to report immediately any violations in these areas or problem areas, or as requested by GSTMW.

4.9 Monitoring

GSTMW will monitor, audit, and evaluate funded programs and activities throughout the funding period. Subcontractors must allow federal, state and GSTMW staff and its representatives access to all files and records relating directly to program, participant case files, accounting files and records, and to any related files and records associated with proper accounting of such funds and participants. Should GSTMW be prohibited from monitoring, auditing, and evaluating such activities, no reimbursement will be made for costs incurred during periods when such monitoring was prohibited.

Section 5: Instructions for Certifications

5.1 Assurances, Certifications, and Stipulations

(found in Attachment B of Policy Issuance (PI): 21-02)

ASSURANCES AND CERTIFICATIONS

NON-DISCRIMINATION AND EQUAL OPPORTUNITY

The Workforce Innovation and Opportunity Act (WIOA) requires for all programs receiving financial assistance under Title I of the WIOA the following assurance:

As a condition to the award of financial assistance from the WD under Title I of the WIOA, the grant applicant assures that from January 1, 2021 and throughout the remainder of Calendar Year 2021, it complied and will continue to comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

- Section 188 of the WIOA of 2014, which prohibits discrimination against all individuals in the United States (U.S.) on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, or belief; and, against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the U.S. or participation in any WIOA Title I financially assisted program or activity.
- Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin.
- Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities.
- The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age.
- Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The grant applicant also assures that it complied and will continue to comply with all regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIOA Title I financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIOA Title I financially assisted program or activity. The grant applicant understands that the U.S. has the right to seek judicial enforcement of this assurance.

1. In connection with the performance of work, the WDB and CEOs further agree or certify that the MWA will comply with the provisions of the:

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- a. Executive Order 11246, as amended by 11375 (41 Code of Federal Regulation [CFR] Parts 60-64).
 - b. Rehabilitation Act of 1973, as amended, Section 503 (29 United States Code [USC] 793), Public Law (PL) 93-112.
 - c. Americans with Disabilities Act of 1990 (42 USC 12101 et seq.), PL 101-336.
 - d. Pregnancy Discrimination Act of 1975 (92 Statute 2076), PL 95-555.
 - e. Civil Rights Act of 1964, Title VII (42 USC 2000 et seq.), PL 88-352.
 - f. Civil Rights Act of 1968, Title VIII (42 USC 300 et seq.), PL 90-284.
 - g. Civil Rights Restoration Act of 1991 (20 USC 1686-1688, 29 USC 706 and 709, 42 USC 2000[d]-4[a] and 6107), PL 100-259.
 - h. Affirmative Action Provisions of the Vietnam Era Veterans' Readjustment Assistance Act, as amended (38 USC 4218), PL 72-74.
 - i. Equal Pay Act of 1963, as amended (29 USC 206[d]), PL 88-38.
 - j. Elliott Larsen-Civil Rights Act, as amended (Michigan Compiled Laws Annotated [MCLA] 37.2101 et seq.), Public Act (PA) 456 of 1976.
 - k. Persons with Disabilities Civil Rights Act (MCLA 37.1101 et seq.), PA 220 of 1976.
2. The MWAs must comply with all applicable federal and state laws including, but not limited to the following:
- a. Immigration Act of 1986 (8 USC 1324[a]), PL 99-603; Immigration Reform and Control Act of 1986 (8 USC 1324[a]), PL 99-603.
 - b. Family and Medical Leave Act of 1993 (29 USC 2601), PL 103-3.
 - c. Older Americans Act of 1965, as amended (47 USC 3001 and 3056 et seq.), PL 89-73.
 - d. Military Selective Service Act, Title I, Section 3, as amended (50 USC 453), PL 97-86.
 - e. Privacy Act of 1974 (5 USC 522[a][e][3]), PL 93-579.

- f. Whistle Blower's Protection Act (MCLA 15.361 et seq.), PA 469 of 1980.
 - g. Federal Hatch Act (5 USC 1501-1508).
 - h. Jobs for Veterans Act, PL 107-288, as amended by PL 112-56 (Reference: Employment and Training Administration [ETA] Training and Employment Guidance Letter No. 10-09, issued November 10, 2009).
 - i. Emergency Supplemental Appropriations Act for Defense, the Global War on Terror, and Hurricane Recovery, PL 109-234, which contains salary and bonus limitation requirements for the U.S. Department of Labor/ETA funded programs.
 - j. Michigan Youth Employment Standards Act, as amended (MCLA 409.101-124), PA 90 of 1978; or the Federal Child Labor Regulations, Part 570, as amended, whichever is more stringent.
 - k. Workforce Opportunity Wage Act, PA 138 of 2014.
 - l. Michigan Payment of Wages and Fringe Benefits, as amended (MCLA 408.471-583), PA 390 of 1978; and Overtime Protection (MCLA 408.477), PA 390 of 1978.
 - m. Michigan Workers' Disability Compensation Act, as amended (MCLA 418.101-941), and Administrative Rules, PA 317 of 1969.
 - n. Michigan Open Meetings Act, as amended (MCLA 15.261 et seq.), PA 267 of 1976.
 - o. Michigan Contracts with Employers Engaging in Unfair Practices, as amended (MCLA 423.321 et seq.), PA 278 of 1980.
 - p. Michigan Occupational Safety and Health Act, as amended (MCLA 408.1001-1094), PA 154 of 1974.
 - q. Michigan Right to Know Act (MCLA 408.1014[a]-1014[n]), PA 80 of 1986.
 - r. MCLA 35.1093, insuring delivery of effective and equitable employment services to veterans, PA 39 of 1994.
 - s. Social Welfare Act, as amended (MCLA 400.55[a] and 400.56[f]), PA 280 of 1939
 - t. Title IV-F of the Social Security Act, as amended, PL 74-271.
 - u. Michigan Welfare Policy Provisions, PA 223 of 1995.
 - v. Title IV-A of the Social Security Act, as amended, PL 74-271.
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- w. 45 CFR 201 through 257, and 260 through 265, Temporary Assistance for Needy Families.
- x. Food Stamp Act of 1977, as amended, PL 105-33.
- y. 7 CFR 271, 272, and 273, Required Elements of the Unified State Plan and Plan Modifications.
- z. The WIOA of 2014, PL 113-128.
- aa. The WIOA Joint Final Rule at 81 CFR 55791 and WIOA Final Rule at 81 CFR 56072.
- bb. Reed Act Provisions of Title IX of the Social Security Act. cc. Trade Adjustment Assistance Reform Act of 1974, as amended. dd. The Wagner-Peyser Act of 1933, as amended under Title III of the WIOA. ee. The Michigan Employment Security Act of 1936, as amended/
- cc. 20 CFR Part 653, with respect to equitable services to migrant and seasonal farmworkers and other requirements, as amended. gg. Uniform Budgeting and Accounting Act, as amended, PA 2 of 1968. hh. Uniform Unclaimed Property Act, PA 29 of 1995.
- dd. 2 CFR Part 215, including Appendix A; Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations.
- ee. Office of Management and Budget (OMB) Circular A-102; Grants and Cooperative Agreements with State and Local Governments.
- ff. Common Rule (29 CFR Part 97 and 45 CFR Part 92); Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- gg. 2 CFR Part 220; Cost Principles of Educational Institutions. mm. 2 CFR Part 225; Cost Principles for State, Local, and Indian Tribal Governments. nn. 2 CFR Part 230; Cost Principles for Non-Profit Organizations.
- hh. 48 CFR Part 31; Contract Cost Principles and Procedures (Commercial Organizations).
- ii. OMB Circular A-133; Audits of States, Local Governments, and Non-Profit Organizations.

- jj. Single Audit Act of 1984 (31 USC 7501). rr. PL 104-154, July 5, 1996, 104th Congress; Single Audit Amendments of 1996.
 - kk. Section 5 of Appendix A of 29 CFR 95, 29 CFR 97.36(i)(8), 45 CFR Part 74, 45 CFR Part 92; notice of awarding agency requirements and regulations pertaining to patent rights.
 - ll. 2 CFR Part 200 et al.; Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
3. The WD, or any of its authorized representatives, shall have the right of access to any and all pertinent documents, papers, or other records of grantees and sub-grantees which are pertinent to grant operations. This applies to all financial and programmatic records, supporting documents, and statistical records of grantees or sub-grantees, which are required to be maintained by the OMB circulars, the grant agreement, federal regulations, or state policy for the purpose of conducting discrimination complaint investigations, Equal Opportunity compliance/monitoring reviews, and for inspecting and/or copying policies, records, and other materials, as may be pertinent, to determine compliance with and ensure enforcement of the non-discrimination and Equal Opportunity provisions of federal grant programs. Contracts with service providers of the grantees and sub-grantees must have a provision which allows the department, or any of its authorized representatives, access to any books, documents, papers, and records of the contractor, which are directly pertinent to that specific contract for the purpose of making examinations or conducting reviews of grant operations as noted above.

STIPULATIONS

1. State Held Harmless - Indemnification

The MWA shall indemnify, defend, and hold harmless the State, its departments, divisions, agencies, sections, commissions, officers, employees, and agents from and against all losses, liabilities, penalties, fines, damages, and claims (including taxes), and all related costs and expenses (including reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgment, interest, and penalty), arising from, or in connection with, any of the following:

- a. Any claim, demand, action, citation, or legal proceeding against the State, its employees, and agents arising out of, or resulting from: (1) the product provided, or (2) performance of the work, duties, responsibilities, actions, or omissions of the MWA, or any of its subcontractors, under this plan.

- b. Any claim, demand, action, citation, or legal proceeding against the State, its employees, and agents arising out of, or resulting from, a breach by the MWA of any representation or warranty made by the MWA in this plan.
- c. Any claim, demand, action, citation, or legal proceeding against the State, its employees, and agents arising out of, or related to, occurrences that the MWA is required to insure against as provided for in this plan.
- d. Any claim, demand, action, citation, or legal proceeding against the State, its employees, and agents arising out of or resulting from the death or bodily injury of any person, or the damage, loss, or destruction of any real or tangible personal property, in connection with the performance of services by the MWA, by any of its subcontractors, by anyone directly or indirectly employed by the MWA, or by anyone for whose acts the MWA may be liable; provided however, that this indemnification obligation shall not apply to the extent, if any, that such death, bodily injury, or property damage is caused solely by the negligence or reckless or intentionally wrongful conduct of the State.
- e. Any claim, demand, action, citation, or legal proceeding against the State, its employees, and agents which results from an act or omission of the MWA or any of its subcontractors in its capacity as an employer of a person.
- f. Any claim, demand, action, citation, or legal proceeding against the State, its employees, and agents incurred in connection with any action or proceeding threatened or brought against the State to the extent that such action or proceeding is based on a claim that any piece of equipment, software, commodity, or service supplied by the MWA or its subcontractors, or the operation of such equipment, software, commodity, or service, or the use or reproduction of any documentation provided with such equipment, software, commodity, or service infringes any U.S. or foreign patent, copyright, trade secret, or other proprietary right of any person or entity, which right is enforceable under the laws of the U.S. In addition, should the equipment, software, commodity, or service, or the operation thereof, become, or in the MWA's opinion be likely to become, the subject of a claim of infringement, the MWA shall, at the MWA's sole expense: (1) procure for the State the right to continue using the equipment, software, commodity or service or if such option is not reasonably available to the MWA; (2) replace or modify the same with equipment, software, commodity, or service of equivalent function and performance so that it becomes non-infringing, or, if such option is not reasonably available to the MWA; (3) accept its return by the State, with appropriate credits to the State, against the MWA's charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.

In any and all claims against the State of Michigan, or any of its agents or employees, by any employee of the MWA, or any of its subcontractors, the indemnification obligation under the contract shall not be limited in any way by the amount or type of damages, compensation, or benefits payable by or for the MWA under workers' disability compensation acts, disability benefits acts, or other employee benefits acts. This indemnification clause is intended to be comprehensive. Any overlap in sub-clauses, or the fact that greater specificity is provided as to some categories of risk, is not intended to limit the scope of indemnification under any other sub-clause.

2. Publication Rights

All interim, draft, and final reports and other documentation, including machine-readable materials produced by the MWA in connection with the work provided for under funds from the WD, shall be deemed to be works for hire and all rights, including copyright and publication rights, shall vest in the State. The MWA shall acknowledge the WD as the grantor of all funds when developing information for internal purposes or public dissemination, either in writing or oral presentation. This will include all printed, published, and other promotional materials of any kind, which the MWAs may develop for informational reasons.

3. Cancellation

The State may cancel this plan for any of the following reasons:

- a. **Default of the MWA:** If the WD identifies any action that would result in default by the MWA, the MWA shall be given an opportunity to correct such action. If the action is not corrected and default still exists, the State may immediately cancel the grant without further liability to the State, its departments, agencies, and employees. The State may procure the articles or services from other sources and may hold the MWA responsible for any excess costs incurred.
- b. **Lack of Further Need for the Service or Commodity:** In the event that the State no longer needs the service or commodity specified in the plan due to program changes, changes in law, rules or regulations, relocation of offices, or insufficient funding, the State may cancel the contract without further liability to the State, its departments, agencies, and employees by giving the MWA written notice of such cancellation 30 days prior to the date of cancellation.
- c. **Failure of the Legislature or the Federal Government to Provide the Necessary Funding:** In the event that the legislature or the federal government fails to provide or terminates the funding necessary for this plan, the State may cancel the plan by providing written notice to the MWA 30 days prior to the date of cancellation provided; however, in the event the action of the legislature or federal government results in an immediate absence or termination of funding, cancellation may be

made effective immediately upon delivery of written notification to the MWA. In the event of a termination under this sub-paragraph, the MWA shall, unless otherwise directed by the State in writing, immediately take all reasonable steps to terminate its operations and to avoid, and/or minimize, further expenditures under the plan.

- d. **Upon Order of a Court or Direction by the Federal Government:** In the event of a court order halting or suspending activities under the plan or, in the case of a plan involving federal funds or otherwise subject to federal oversight, issuance of an order or directive by the federal government halting or suspending activities under the plan, the State shall promptly notify the MWA in writing of the entry or receipt of such order and shall direct the MWA to take immediate action in conformity with such order or directive. In the event of a termination or suspension of the plan under this sub-paragraph, the MWA shall, unless otherwise directed by the State in writing, immediately take all reasonable steps to terminate its operations and to avoid and/or minimize further expenditures under the plan.
- e. **Criminal Conviction:** The State may immediately cancel the plan without further liability to the State, its departments, agencies, and employees, if the MWA, or an officer of the MWA, is convicted of a criminal offense incident to the application for, or performance of, a State, public, or private contract or subcontract; or convicted of a criminal offense including, but not limited to, any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees; convicted under state or federal antitrust statutes; or convicted of any other criminal offense which in the sole discretion of the State, reflects on the WDB's business integrity.

4. Requirements for Participants

The State delegates to the MWA responsibility for the determination of participant eligibility for programs funded in whole, or in part, by the WD.

5. Financial Responsibility and Liability

As the grant recipient, the CEO(s) for each Local Area is liable for all workforce development funds received through the WD.

6. Records and Reports

The MWA shall provide to the State, and its designated agents, access, and the right to examine and audit all records, books, papers, tapes, or documents related to the programs funded by the WD.

7. Gratuities

The State may, by written notice to the Grantee, terminate the right of the Grantee to proceed under this grant agreement if it is found, after notice and hearing, by the Grant Officer or a duly authorized representative, that gratuities in the form of entertainment, gifts, or otherwise, were offered or given by the Grantee to any officer or employee of the State with a view toward securing a grant agreement or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such grant agreement; provided that the existence of the facts upon which the Grant Officer or a duly authorized representative makes such findings shall be an issue that may be reviewed in any competent court.

8. Travel & Mileage Reimbursement

Foreign travel is not allowable except with prior written approval. Prior written approval must be obtained from the Grant Officer through the process described in 2 CFR 200.407 and 2 CFR 2900.16. This award waives the prior approval requirement for domestic travel as contained in 2 CFR 200.407. For domestic travel to be an allowable cost, it must be necessary, reasonable, allocable, and conform to the non-federal entities' written policies and procedures. All travel must also comply with the Fly America Act

(49 USC 40118), which states in part that any air transportation, regardless of price, must be performed by, or under a code-sharing arrangement with, a U.S. Flag air carrier if service provided by such carrier is available.

Pursuant to 2 CFR 200.474(a), recipients must have policies and procedures in place related to travel costs; however, for reimbursement on a mileage basis, the maximum allowable mileage reimbursement rates for Federal employees apply.

Mileage rates must be checked annually to ensure compliance with the [Federal rates](#).

ALL POWERS NOT EXPLICITLY VESTED IN THE MWA, WDB, CEO, OR ADMINISTRATIVE ENTITY REMAIN WITH THE STATE.

5.2 Certification Procedures

By signing and submitting this proposal, the prospective recipient of federal assistance funds is providing the certifications set out below.

1. 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 U.S.

Department of Labor (USDOL) may pursue available remedies including suspension and/or debarment.

2. The prospective recipient of federal assistance funds shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective recipient of federal assistance funds learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
4. The prospective recipient of federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the USDOL.
5. The prospective recipient of federal assistance funds 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," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Procurement or Non-procurement Programs.
7. 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.
8. Except for transactions authorized under paragraph 7 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.

9. Certification Regarding 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, Participants' Responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211). This certification is also required by the regulations implementing Executive Order 12689, Debarment and Suspension, 3 CFR 1989 Comp., p. 235.

- a. The prospective recipient of federal assistance funds certifies, by submission of this proposal, that neither it, nor its principals, are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.
- b. Where the prospective recipient of federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

10. Certification Regarding Lobbying Certifications for Contracts, Grants, Loans and Cooperative Agreements. The undersigned (cover sheet) certifies, to the best of his or her knowledge and belief that:

- a. No federal appropriated funds have been paid or will be paid by, or on behalf of the undersigned, to any person for influencing, or attempting to influence, an officer or employee of an agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
- b. 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.
- c. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements), and that all subrecipients shall certify and disclose accordingly.

This certification is a material representative 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.