



**REQUEST FOR PROPOSAL**

**STAFFING SERVICES**

**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 <sup>nd</sup> 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 Bad Axe, MI 48413 989-269-2311	Sanilac County 575 W. Sanilac Road, Box 147 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
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### 1.3 Program Overview

#### 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.

#### Additional Programs:

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](https://www.michigan.gov/leo/0,5863,7-336-94422_95539_67992---,00.html)

### 1.4 Project Timeline

<b>RFP posted on GST Michigan Works website</b>	<b>Friday, December 10, 2021</b>
Written questions due to <a href="mailto:mlorahhammond@gstmiworks.org">mlorahhammond@gstmiworks.org</a>	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 <a href="mailto:mlorahhammond@gstmiworks.org">mlorahhammond@gstmiworks.org</a>	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

## 1.5 Proposal Cover Page

### 2022-2024 GST MICHIGAN WORKS! FUNDING APPLICATION

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

Responder Name	Organization	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: \_\_\_\_\_

## **1.6 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](mailto: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.

## **1.7 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: Staffing Services

### **Staffing Services – Subsidized Employment**

Many of the programs operated by GST Michigan Works! include subsidized employment as one of the program components. Sometimes program providers serve as the “employer of record” and sometimes employers manage payroll and are reimbursed. However, sometimes an entity is needed to be the “employer of record” and provide staffing services. This RFP is to provide those services on an “on call” basis.

In most cases, GSTMW will identify the candidates and specify the specifics of the work experience including wages, time length and number of hours a week. GSTMW will also identify the employer. Supervision will be provided by the employer. The duties and responsibilities of the staffing firm include but are not limited to:

- Assign requested participants as its employees (“Assigned Employees”) to perform the type of work requested at the locations requested for the designated wages;
- Pay Assigned Employees’ wages and provide them with the benefits that staffing firm offers to them;
- Pay, withhold, and transmit payroll taxes; provide workers’ compensation benefits; and handle workers’ compensation claims involving Assigned Employees;
- Require Assigned Employees to sign agreements acknowledging that they are not entitled to unemployment, holidays, vacations, disability benefits, insurance, pensions or retirement plans, or any other benefits offered or provided by the location of employment.

Due to the nature of these services, some of the RFP information serves only as background to explain how our programs and contracting works.

## Section 3: Staffing Services - Narrative Questions for Proposal

**Please provide a three-page (maximum) narrative covering Questions A - F**

Provide a description of your firm's scope of services including:

1. A general description of your firm's proposed process in working with GSTMW and our participants;
2. Categories of work that the firm includes and categories that are excluded;
3. Geographic areas the firm will serve by county or municipality, if appropriate;
4. Categories of clients/participants the firm will service and/or clients/participants that would be excluded. These could include certain ages, returning citizen status or others;
5. Mechanisms used to distribute "paychecks" and frequency of pay;
6. What makes your firm the best choice in staffing services.

**Budget:** Please provide cost proposals for a minimum of three job categories.

### Rating Sheet – Staffing Services

*For information Only*

Category	# points possible	# points awarded
Service Design	20	
Categories of Work	20	
Geographic Areas	10	
Client Eligibility	10	
Payroll Process	10	
Experience	10	
Cost Proposals	20	
<b>Total</b>	<b>100</b>	

## 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:

- 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.

- 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, 104<sup>th</sup> 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.