

WORKFORCE INVESTMENT ACT
SOUTHEAST MICHIGAN TALENT ENHANCEMENT
PROGRAM

REQUEST FOR PROPOSALS

FISCAL YEAR 2012

MARCH 1, 2012 THROUGH SEPTEMBER 30, 2012

TABLE OF CONTENTS

SECTION I	1
I-A PURPOSE	1
I-B GENERAL	1
I-C ISSUING OFFICE	1
I-D GRANT ADMINISTRATOR	2
I-E TERM OF GRANT	2
I-F GRANTEE'S RESPONSIBILITIES	2
I-G NEWS RELEASES	2
I-H ACKNOWLEDGMENT OF GRANTOR	2
I-I DISCLOSURE	2
I-J GRANT INVOICING AND PAYMENT	3
I-K MONITORING AND REPORTING PROGRAM PERFORMANCE	3
I-L RECORDS MAINTENANCE	4
I-M AUDIT	5
I-N INDEMNIFICATION	5
I-O GRANTEE'S LIABILITY INSURANCE	6
I-P CANCELLATION	6
I-Q ASSIGNMENT	8
I-R NON-DISCRIMINATION CLAUSE	8
I-S PURCHASE OF EQUIPMENT	8
I-T COMPETITIVE BIDDING	8
I-U MODIFICATION OF SERVICE	9
I-V ACCEPTANCE OF PROPOSAL CONTENT	9
SECTION II	10
II-A BACKGROUND/OVERVIEW	10
II-B PURPOSE/OBJECTIVES	10
II-C TASKS	11
SECTION III	13
III-A PRE-PROPOSAL MEETING/QUESTIONS	13
III-B PROPOSALS	13
III-C REVIEW AND SELECTION CRITERIA	13
III-D INDEPENDENT BUDGET DETERMINATION	14
III-E CHANGES IN THE RFP	15
III-F PROPOSAL RECEIPT	15
III-G AWARD	15
III-H MINORITY/WOMEN/DISABLED SUBCONTRACTING	15
SECTION IV	16
IV-A ECONOMY OF PREPARATION	16
IV-B COVER/SIGNATURE PAGE	16
IV-C MANAGEMENT SUMMARY	16
IV-D CERTIFICATIONS AND ADDITIONAL INFORMATION	17
IV-E BUDGET	18
IV-F SUBMISSION OF PROPOSAL	18
APPENDIX A	20
APPENDIX B	21
ATTACHMENT 1	23
ATTACHMENT 2	24
ATTACHMENT 3	25
ATTACHMENT 4	28
ATTACHMENT 5	29
ATTACHMENT 6	30
ATTACHMENT 7	31
ATTACHMENT 8	32

SECTION I GRANT TERMS AND CONDITIONS

I-A PURPOSE

The purpose of this Request for Proposal (RFP) is to solicit competitive grant proposals to deliver training and education programs to individuals leading to employment in the machining and information technology fields under the guidelines of the federal Workforce Investment Act (WIA).

This RFP contains the instructions and criteria governing Workforce Development Agency, State of Michigan (WDASOM) funding of the Southeast Michigan Talent Enhancement Program (SEMTEP).

I-B GENERAL

This RFP does not commit the WDASOM to award funding, to pay any costs incurred in the preparation of a proposal in response to this RFP, or to procure or contract for services. The WDASOM reserves the right to accept or reject any or all proposals received as a result of this RFP, to negotiate with all qualified sources, or to cancel, in part or in whole, this RFP if it is in the best interest of the state.

The WDASOM is not liable for any costs incurred by any applicant prior to the issuing of a grant. Payment in any given grant period is contingent upon enactment of federal and state appropriations. Total liability of the state is limited to the terms and conditions of this RFP and the resulting grant.

A total of \$2,500,000 of WIA Statewide Activities funding is available to be awarded for the SEMTEP. It is anticipated that the SEMTEP will operate for the period of March 1, 2012 through September 30, 2012, depending upon final execution of the grant award.

Administrative costs are limited to no more than ten percent (10%) of the grant.

I-C ISSUING OFFICE

This RFP is issued by the WDASOM. The WDASOM is the sole point of contact with regard to all procurement and grant matters relating to the services described herein. The WDASOM is the only office authorized to change, modify, amend, alter, clarify, etc. the specifications, terms, and conditions of this RFP, and any grant awarded as a result of this RFP. The WDASOM will remain the SOLE POINT OF CONTACT throughout the procurement process. All communications concerning this RFP must be addressed to:

Gary Clark, Director
Office of Talent Development Services
Workforce Development Agency, State of Michigan
201 North Washington Square
Victor Office Center, 5th Floor
Lansing, Michigan 48913

Copies of the WIA rules and regulations may be obtained by contacting the U.S. Department of Labor at www.doleta.gov.

I-D GRANT ADMINISTRATOR

Upon execution of the grant the WDASOM Director will be assigned for oversight and technical assistance for the term of the grant.

I-E TERM OF GRANT

The SEMTEP is competitively bid for the 2012 fiscal year. Therefore, all funds must be expended by September 30, 2012. Extensions to the term of the grant, along with the awarding of additional funds, may be an option depending upon grantee performance and future funding availability. The additional periods for which funds may be available would be October 1, 2012 to September 30, 2013, October 1, 2013 to September 30, 2014, and October 1, 2014 to September 30, 2015.

I-F GRANTEE'S RESPONSIBILITIES

The Grantee will be required to assume responsibility for all grant activities offered in this proposal, regardless of whether or not the Grantee performs them. The WDASOM will consider the Grantee to be the sole point of contact with regard to grant matters, including payment of any and all charges resulting from the anticipated grant. If any part of the work for this program is to be subcontracted, responses to this RFP shall include a list of subgrantees, with complete name, address, and contact person information, a description of the work to be performed, and information concerning the subgrantees' organizational abilities. The WDASOM reserves the right to approve subgrantees for this program, and to require the Grantee to replace subgrantees deemed unacceptable. The Grantee is totally responsible for adherence by the subgrantee(s) to all provisions of the grant.

I-G NEWS RELEASES

News releases pertaining to this RFP or the services, study, data, or project to which it relates will not be made without prior written approval from the WDASOM, and then only in accordance with explicit written instructions. No results of the program are to be released without prior approval of the WDASOM, and then only to persons designated to receive such information.

I-H ACKNOWLEDGMENT OF GRANTOR

The Grantee shall acknowledge the WDASOM as the Grantor of funds when developing information for internal purposes or public dissemination, regardless of whether the information is in written or oral form.

I-I DISCLOSURE

All information in the applicant's proposal is subject to disclosure under the provisions of Public Act No. 442 of 1976, commonly known as the "Freedom of Information Act." This Act also provides for the complete disclosure of grants and attachments thereto.

I-J GRANT INVOICING AND PAYMENT

The maximum amount of grant assistance offered is \$2,500,000. Actual disbursements of funds to the Grantee will be on a cash reimbursement basis. Invoices may be submitted by the Grantee as needed in order to minimize the time period between receipt and disbursement of funds, in accordance with the Federal Cash Management Improvement Act. Reimbursement payments may be made upon submission of a Grantee request indicating grant funds received to date, project expenditures to date (supported with computer printouts of accounts, general ledger sheets, balance sheets, etc.), and objectives completed to date. Backup documentation such as computer printouts of accounts, ledger sheets, check copies, etc. shall be maintained for audit purposes in order to comply with this Agreement. The payment of the final installment of the grant amount shall be made after completion of the project and after the Grant Administrator has received and approved a final report. The final payment is also contingent upon the submission of a final invoice that includes expenditures of grant funds reported by line item and compared to the approved Budget.

Public Act 279 of 1984 declares the State shall take all steps necessary to ensure that payment for goods and services is mailed within 45 days after receipt of the goods or services, a complete invoice for goods or services, or a complete contract for goods or services, whichever is later.

I-K MONITORING AND REPORTING PROGRAM PERFORMANCE

- A. **Monitoring.** The Grantee shall monitor performance to ensure that time schedules are being met and projected work by time period is being accomplished.
- B. **Quarterly Performance Reports.** The Grantee shall submit to the Grant Administrator **quarterly** performance reports, due by the 20th calendar day of the succeeding month, that briefly present the following information:
 - 1. The number of individuals currently enrolled and being served by the funding included in this grant.
 - 2. The number of individuals who have completed training and were served by the funding included in this grant.
 - 3. The number of individuals who have completed training and received a certificate or credential and were served by the funding included in this grant.
 - 4. A brief description of services and information being provided to the individuals being served.
 - 5. Percent of completion of the project objectives. This should include a brief outline of the work accomplished during the reporting period and the work to be completed during the subsequent reporting period.
 - 6. Brief description of problems or delays, real or anticipated, which should be brought to the attention of the Grant Administrator.

7. Statement concerning any significant deviation from the previously agreed upon Statement of Work.

- C. **Quarterly Expenditure Reports.** The Grantee shall track and report expenditures in accordance with the WIA regulations. All financial expenditure reports shall be on an accrued basis. Accrued expenditures are defined as actual expenditures through a specific reporting period plus an estimate of costs incurred for goods and services that have been received but have not yet been paid. The described fiscal reporting will be submitted no later than the 20th calendar day after the end of the quarter being reported to:

Michigan Strategic Fund
Financial Services
300 North Washington Square, 2nd Floor
Lansing, Michigan 48913

Should this date fall on a weekend or state recognized holiday, the report is due the last business day prior to the 20th.

All other fiscal reporting requirements to be adhered to are in accordance with Michigan Department of Career Development, Office of Workforce Development [now called WDASOM] Policy Issuance (PI) 02-19, issued May 23, 2002, and subsequent changes. You can access a copy of this policy at the following link: http://web.michworks.org/OWD/index_wp.htm

Actual disbursement of funds to the Grantee will be on a cash reimbursement basis. Invoices may be submitted by the Grantee as needed in order to minimize the time period between receipt and disbursement of funds, in accordance with the Federal Cash Management Improvement Act.

- D. **A Final Report is required.** The Grantee will submit a final report to the Grant Administrator within 30 days after the end of the grant period (September 30, 2012), which provides the amount of funds expended, number of participants served in each program, and other program statistics of interest regarding the programs. At a minimum, the final report should include information such as program retention rates, placement rate or progress, average wages, and any other applicable measures deemed necessary. The final reporting period shall encompass the full grant period of March 1, 2012 through September 30, 2012.

I-L RECORDS MAINTENANCE

The Grantee shall adhere to the Generally Accepted Accounting Principles and shall maintain records, which will allow, at a minimum, for the comparison of actual outlays with budgeted amounts. The Grantee shall retain all financial records, supporting documents, statistical records, and all other pertinent records for a period of seven (7) years or greater as provided by law following the creation of the records or documents. The Grantee's overall financial management system must ensure effective control over and accountability for all funds received. Accounting records must be supported by source documentation including, but not limited to, balance sheets, general ledgers, time sheets

and invoices. The expenditure of State funds shall be reported by line item and compared to the Budget.

I-M AUDIT

The Grantee agrees that the State may, upon 24-hour notice, perform an audit and/or monitoring review at Grantee's location(s) to determine if the Grantee is complying with the requirements of the Agreement. The Grantee agrees to cooperate with the State during the audit and/or monitoring review and produce all records and documentation that verifies compliance with the Agreement requirements. The Grantor may require the completion of an audit before final payment.

If the Grantee is a governmental or non-profit organization and expends the minimum level specified in OMB Circular A-133 (\$500,000 as of June 27, 2003) or more in total federal funds in its fiscal year, then the Grantee is required to submit a Single Audit report to all agencies that provided federal funds to the entity during the fiscal year being audited.

If the Grantee is a commercial or for-profit organization which is a recipient of Workforce Investment Act Title I funds and expends more than the minimum level specified in Office of Management and Budget (OMB) Circular A-133 (\$500,000 as of June 27, 2003), then the Grantee must have either an organization-wide audit conducted in accordance with A-133 or a program-specific financial and compliance audit conducted. Section .320(a) of OMB Circular A-133 states the Single Audit report must be submitted to the Grantor within thirty (30) days after the completion of the audit, but no later than nine (9) months after the end of the Grantee's fiscal year.

I-N INDEMNIFICATION

A. General Indemnification

To the extent permitted by law, the Grantee shall indemnify, defend and hold harmless the State from liability, including all claims and losses, and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties), accruing or resulting to any person, firm or corporation that may be injured or damaged by the Grantee in the performance of this Agreement and that are attributable to the negligence or tortious acts of the Grantee or any of its subcontractors, or by anyone else for whose acts any of them may be liable.

B. Employee Indemnification

In any and all claims against the State, its departments, divisions, agencies, sections, commissions, officers, employees and agents, by any employee of the Grantee or any of its subcontractors, the indemnification obligation under the Agreement shall not be limited in any way by the amount or type of damages, compensation or benefits payable by or for the Grantee or any of its subcontractors under worker's disability compensation acts, disability benefit acts or other employee benefit acts. This indemnification clause is intended to be comprehensive. Any overlap in provisions, 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 provisions.

C. Patent/Copyright Infringement Indemnification

To the extent permitted by law, the Grantee shall indemnify, defend and hold harmless the State from and against all losses, liabilities, damages (including taxes), and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties) 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 developed or supplied by the Grantee 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 United States patent, copyright, trademark or trade secret of any person or entity, which is enforceable under the laws of the United States.

The Grantee's duty to indemnify pursuant to this section continues in full force and effect, notwithstanding the expiration or early cancellation of the Agreement, with respect to any claims based on facts or conditions that occurred before expiration or cancellation.

I-O GRANTEE'S LIABILITY INSURANCE

The State is not liable for any costs incurred by the Grantee before the start date or after the end date of this Agreement. Liability of the State is limited to the terms and conditions of this Agreement and the grant amount.

I-P CANCELLATION

The State may terminate this Agreement without further liability or penalty to the State, its departments, divisions, agencies, offices, commissions, officers, agents and employees for any of the following reasons:

A. Termination for Cause

In the event that Grantee breaches any of its material duties or obligations under this Agreement or poses a serious and imminent threat to the health and safety of any person, or the imminent loss, damage or destruction of any real or tangible personal property, the State may terminate this Agreement immediately in whole or in part, for cause, as of the date specified in the notice of termination. In the event that this Agreement is terminated for cause, in addition to any legal remedies otherwise available to the State by law or equity, Grantee shall be responsible for all costs incurred by the State in terminating this Agreement, including but not limited to, State administrative costs, reasonable attorneys' fees and court costs, and any reasonable additional costs the State may incur.

B. Termination for Convenience

The State may terminate this Agreement for its convenience, in whole or part, if the State determines that such a termination is in the State's best interest. Reasons for such

termination shall be left to the sole discretion of the State and may include, but not necessarily be limited to (a) the State no longer needs the services or products specified in the Agreement, (b) relocation of office, program changes, changes in laws, rules, or regulations make implementation of the services no longer practical or feasible. The State may terminate this Agreement for its convenience, in whole or in part, by giving Grantee written notice at least thirty (30) days prior to the date of termination. If the State chooses to terminate this Agreement in part, the Budget shall be equitably adjusted to reflect those reductions.

C. Non-Appropriation

Grantee acknowledges that continuation of this Agreement is subject to appropriation or availability of funds for this Agreement. If funds to enable the State to effect continued payment under this Agreement are not appropriated or otherwise made available (including the federal government suspending or halting the program or issuing directives preventing the State from continuing the program), the State shall have the right to terminate this Agreement, in whole or in part, at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to Grantee. The State shall give Grantee at least thirty (30) days advance written notice of termination for non-appropriation or unavailability (or such time as is available if the State receives notice of the final decision less than thirty (30) days before the funding cutoff). In the event of a termination under this section, the Grantee 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 Agreement.

D. Criminal Conviction

The State may terminate this Agreement immediately and without further liability or penalty in the event Grantee, an officer of Grantee, or an owner of a 25% or greater share of Grantee is convicted of a criminal offense incident to the application for, or performance of, a State, public or private contract or subcontract or grant; convicted of a criminal offense, including 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 upon Grantee's business integrity.

E. Approvals Rescinded

The State may terminate this Agreement without further liability or penalty in the event any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services pursuant to Constitution 1963, Article 11, § 5, and Civil Service Rule 7-1. Termination may be in whole or in part and may be immediate as of the date of the written notice to Grantee or may be effective as of the date stated in such written notice.

I-Q ASSIGNMENT

Grantee shall not have the right to assign the Agreement, or to assign or delegate any of its duties or obligations under the Agreement, to any other party (whether by operation of law or otherwise), without the prior written consent of the Grantor. Any purported assignment in violation of this section shall be null and void.

I-R NON-DISCRIMINATION CLAUSE

As a condition to the award of financial assistance from the WDASOM under Title I of the WIA, the grant applicant assures that it will comply fully with the non-discrimination and equal opportunity provisions of the following laws:

Section 188 of the WIA, which prohibits discrimination against all individuals in the United States 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 United States or participation in any WIA 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; and

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 will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIA Title I financially assisted program or activity and to all agreements the grant applicant makes to carry out the WIA Title I financially assisted program or activity. The grant applicant understands that the United States has the right to seek judicial enforcement of this assurance.

I-S PURCHASE OF EQUIPMENT

The purchase of equipment is not an authorized expenditure using grant funds awarded as a result of this RFP.

I-T COMPETITIVE BIDDING

All procurement transactions involving the use of State funds shall be conducted in a manner that provides maximum open and free competition. When competitive selection is not feasible or practical, the Grantee agrees to obtain the written approval of the Grant Administrator before making a sole source selection. Sole source contracts should be negotiated to the extent that such negotiation is possible.

I-U MODIFICATION OF SERVICE

The WDASOM reserves the right to modify the service under the grant during the course of the grant. Such modification may include adding or deleting tasks that the services shall encompass and/or any other modifications deemed necessary. Any changes (increases or decreases) in the budget proposed by the Grantee are subject to acceptance by the State.

In the event changes are not acceptable to the WDASOM, the grant may be subject to competitive grant procedures based upon the new service requirements.

I-V ACCEPTANCE OF PROPOSAL CONTENT

The contents of this document and the proposal will become part of the grant obligations, if a grant ensues. The following constitutes the complete and exclusive statement of the agreement between the parties as it relates to this transaction:

1. This WDASOM RFP (including subsequent written clarification provided in response to questions raised through correspondence) and any Addenda thereto;
2. Grantee's Response(s) to this RFP and Addenda; and
3. Final Executed Grant.

Failure of a successful applicant to accept these obligations may result in cancellation of the award.

The WDASOM further reserves the right to interview the key personnel assigned to this project by the successful applicant and to recommend reassignment of personnel deemed unsatisfactory. The WDASOM reserves the right to approve subcontractors for this project and to require the Grantee to replace subcontractors who are deemed unacceptable.

The failure of a party to insist upon strict adherence to any term of the grant resulting from this RFP shall not be considered a waiver or deprive the party of the right thereafter to insist upon strict adherence to that term, or any other term, of the grant.

Any grant resulting from this RFP may not be modified, amended, extended, or augmented, except in writing, executed by the parties hereto, and any breach or default by a party shall not be waived or released other than in writing signed by the other party.

Each provision of the grant shall be deemed to be severable from all other provisions of the grant and, if one or more of the provisions of the grant shall be declared invalid, the remaining provisions of the grant shall remain in full force and effect.

This grant shall in all respects be governed by, and construed in accordance with, the laws of the State of Michigan.

SECTION II WORK STATEMENT

II-A BACKGROUND/OVERVIEW

The WDASOM is interested in providing funding to one nonprofit organization to conduct or expand an existing workforce development program operated cooperatively with local businesses and educational institutions through a Southeast Michigan Talent Enhancement Program (SEMTEP). The SEMTEP will deliver training and education programs to at least 600 adults, 18 to 24 years of age, leading to employment in the machining and information technology fields for the period March 1, 2012, through September 30, 2012, utilizing Workforce Investment Act (WIA) Statewide Activities (SWA) funds.

A. Adults aged 18 to 24 may be eligible for the SEMTEP. The definition of an “Adult” is as follows:

1. 18 years of age or older; and
2. Citizen of the United States or an eligible non-citizen; and
3. Registered with the Selective Service (if applicable).

B. Additionally, in order to be eligible for funding, the program must also meet the following criteria:

1. Provide low-wage, unemployed and underemployed, 18-24 year-old adults assistance with developing career pathways that provide education and career options for program participants to meet the workforce requirements and needs of local businesses in the Machining and Information Technology fields.
2. Provide services in Wayne County, Michigan.
3. Provide integrated training and education programs with both academic and practical learning modules in Information Technology and Machining that lead to an industry recognized credential/certificate.
4. Provide program participants with core, intensive, training and job placement services as defined in the WIA.
5. Develop a partnership with a local Michigan Works! Agency and obtain a signed agreement that allows for the required WIA reporting in the One-Stop Management Information System (OSMIS).

II-B PURPOSE/OBJECTIVES

The mission of the WDASOM is to provide resources to empower a diverse, talented workforce that adds value to Michigan businesses. The WDASOM further seeks to develop, retain, attract and match an exceptional talent base with guidance from the needs of Michigan’s growing employers.

The purpose of the SEMTEP is to provide workforce training delivered by one (1) nonprofit organization that sustains an existing initiative by providing funding for tuition, books, supplies and other required fees for at least 600 participants from March 1, 2012 through September 30, 2012.

The educational curriculum must be from the areas of Information Technology and Machining and lead to an industry recognized credential/certificate. The training curriculum must also increase the employment, retention and earnings of participants; increase occupational skill attainment by participants, and stimulate the Wayne County economy by providing local business with the talent they require to be competitive in today's global economy.

The funds available for this program are not to be used to purchase computers, machines, software, equipment, or any other program/infrastructure development activities.

Programs which clearly demonstrate an emphasis on direct training and education services designed to promote participants' successful completion of training and entry into the workforce will be given preference during the proposal review and selection process for the SEMTEP.

A comprehensive approach must be established to devise and implement a system for assessing educational, employment and training needs of program participants and for obtaining services and assistance necessary to meet those needs. Services *must* be tailored to meet the participants' individual needs. The SEMTEP applicants must address the issues specified in the Management Summary, Section IV-C and meet or exceed the following performance measures:

1. Completed Training Rate of 89.0 Percent - The Completed Training Rate is defined as the number of participants who have completed training by the end of the first quarter after exit, divided by the number of participants who exit during the quarter.
2. Certificate and Credential Rate of 83.0 Percent - The Certificate and Credential Rate is defined as the number of participants who received a certificate or credential by the end of the third quarter after exit, divided by the number of participants who exit during the quarter.
3. Entered Employment Rate of 88.0 Percent - The Entered Employment Rate is defined as the number of participants who have entered employment by the end of the first quarter after exit, divided by the number of participants who exit during the quarter.
4. Employment Retention Rate of 85.0 Percent – The Employment Retention Rate is defined as the number of participants who are employed in both the second and third quarters after the exit quarter, divided by the number of participants who exit during the quarter.
5. Maintain Average Earnings equal to \$10,200 for six months, with Average Earnings defined as total earnings in the second plus total earnings in the third quarters after the exit quarter divided by the number of participants who exit during the quarter.

II-C TASKS

The following tasks must be performed to achieve program objectives:

- A. The grantee must provide or coordinate with the local Michigan Works! Agency to ensure the provision of the full-array of available core, intensive, and training services

under the WIA. Participants must receive core services before they can receive intensive services. Once the participant has received core services and intensive services, they may be eligible to receive training services.

1. Core services include job search and placement assistance; labor market information; initial assessment of skills and needs; information about available services; and some follow-up services to help customers keep their jobs once they are placed.
 2. Intensive services include more comprehensive assessments, development of individual employment plans, group and individual counseling, case management, and short-term pre-vocational services.
 3. In cases where qualified customers receive intensive services, and are still not able to find jobs, they may receive training services which are *directly linked to job opportunities in their local area*. These services may include occupational skills training, on-the-job training, entrepreneurial training, skill upgrading, job readiness training, and adult education and literacy activities in conjunction with other training.
- B. All training services under the WIA must be provided by an eligible training provider that appears on the Career Education Consumer Report System (CECR). The Internet website address for the CECR is **www.mycareereducation.org**. Refer to Appendix A for further information. If training services are provided, they must be through an Individual Training Account system.
- C. The grantee selected for funding will be required to report participant data in the WDASOM's One-Stop Management Information System (OSMIS) through its local Michigan Works! Agency (MWA) in accordance with Bureau of Workforce Transformation [now called WDASOM] Policy Issuance 09-34, issued February 25, 2010, and subsequent changes. To access a copy of these policies, please visit the following link: http://web.michworks.org/OWD/index_wp.htm

SECTION III APPLICANT INFORMATION

III-A PRE-PROPOSAL MEETING/QUESTIONS

A pre-proposal meeting will not be held. Questions from applicants concerning requirements in this RFP must be submitted by **5:00 p.m.** on January 6, 2012 via e-mail, to Mr. Gary Clark, Director, Office of Talent Development Services, WDASOM at ClarkG1@michigan.gov.

Questions must arrive no later than the date and time specified above. Questions received after this date and time will not be answered. The WDASOM will not respond to telephone inquiries or visitation by applicants or their representatives. Replies will be sent via e-mail by 5:00 p.m. on January 13, 2012. Only those groups submitting questions will receive e-mails containing the reply to all questions submitted.

III-B PROPOSALS

To be considered, each applicant must submit a **complete** response to this RFP, using the format provided in Section IV. No other distribution of proposals is to be made by the applicant. The proposal must be **signed in ink** by an official of the applicant agency authorized to bind the applicant to its provisions. The proposal must include a statement as to the time period during which it remains valid. This period must be at least 60 days from the due date for responses to this RFP.

III-C REVIEW AND SELECTION CRITERIA

Proposals will be evaluated by utilizing the following criteria:

A. Threshold Requirements

1. The applicant agency must have no outstanding liability or debts with the WDASOM.
2. Attachments 1, 2, 3, 4, 5, 7, and 8 must be completed, signed, and submitted as part of the RFP response.
3. Proposals must be signed in ink, submitted by the time deadline indicated, and submitted in the required format as provided in Section IV.

B. Review of Proposal

Proposals meeting the Threshold Requirements will be evaluated based upon the following weighted factors:

1. Project Narrative;
2. Collaboration and coordination with partner agencies; and
3. Previous demonstrated experience.

All proposals meeting the Threshold Requirements will be reviewed and a determination regarding funding will be made based upon the scoring method outlined in Appendix B. Any proposal receiving less than 85 points out of the 100 possible points will not be given further consideration for funding.

Proposals recommended for funding will be sent to the Grant Administrator for final approval. Once final approval has been obtained, applicant agencies will be notified.

III-D INDEPENDENT BUDGET DETERMINATION

A. By submission of a proposal, the applicant certifies, and in the case of a joint proposal, each party certifies as to its own organization, that in connection with this proposal:

1. The budget in the proposal has been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition as to any matter relating to such budget with any other applicant or with any competitor;
2. Unless otherwise required by law, the budget quoted has not been knowingly disclosed by the applicant and will not knowingly be disclosed by the applicant prior to award, directly or indirectly, to any other applicant or to any competitor; and
3. No attempt has been made, or will be made, by the applicant to induce any other person or firm to submit, or not submit, a proposal for the purpose of restricting competition.

B. Each person signing the proposal certifies that she/he:

1. Is the person in the applicant's organization responsible within that organization for the decision as to the budget being offered in the proposal and has not participated (and will not participate) in any action contrary to A. 1., 2., and 3. above; or
2. Is not the person in the applicant's organization responsible within that organization for the decision as to the budget being offered in the proposal but has been authorized, in writing, to act as agent for the persons responsible for such decision in certifying that such persons have not participated (and will not participate) in any action contrary to A. 1., 2., and 3. above.

C. A proposal will not be considered for award if the sense of the statement required in the "Independent Budget Determination" (Section IV-E) has been altered so as to delete or modify A. 1., and 3., or B. 1. and 2., above. If A. 2. has been modified or deleted, the proposal will not be considered for award unless the applicant submits, with the proposal, a signed statement which sets forth in detail the circumstances of the disclosure and the WDASOM determines that such disclosure was not made for the purpose of restricting competition.

III-E CHANGES IN THE RFP

Changes made to the RFP as the result of responses made to questions or concerns raised through correspondence will be put in writing to each potential applicant. The WDASOM will not respond to telephone inquiries or visitation by applicants or their representatives. The WDASOM does not commit to answering questions received after the date and time specified in Section III-A.

III-F PROPOSAL RECEIPT

The WDASOM's Workforce Investment Act (WIA) Section must receive proposals by **5:00 p.m.** on January 20, 2012. Applicants are responsible for the timely receipt of their proposal. **Proposals which are received after the specified due date and time will not be considered for funding.**

III-G AWARD

The WDASOM reserves the right to award by item, part or portion of an item, group of items or total proposal, to reject any and all proposals in whole or in part, if, in the Grant Administrator's judgment, the best interest of the state will be so served. In determination of awards, the qualifications of the applicant, conformity with the specifications of services to be provided, and the delivery terms will be considered.

III-H MINORITY/WOMEN/DISABLED SUBCONTRACTING

To help ensure participation on grants by minority, women, and persons with disabilities owned and operated businesses, the State of Michigan strongly encourages companies, when responding to RFPs and Request for Quotations, to subcontract with certified minority, women, and persons with disabilities owned and operated businesses.

Applicants should indicate in their response the names, addresses, and type of work assigned for each proposed minority/women/persons with disabilities owned and operated business that will be a subcontractor. The total amount and/or percentage of dollars to be paid to such subcontractor(s) should be included with the budget submission.

SECTION IV INFORMATION REQUIRED FROM APPLICANTS

All proposals are to be submitted in the format outlined below. There should be no attachments, enclosures, or exhibits other than those required by the WDASOM, or those considered by the applicant, to be essential to provide a complete understanding of the proposal submitted. Each section of the proposal should be clearly identified with appropriate headings. **Do not include a cover letter and do not put the proposal in a notebook or binder.**

IV-A ECONOMY OF PREPARATION

Each proposal should be prepared simply and economically, providing a straightforward, concise description of the applicant agency's ability to meet the requirements of the RFP. Fancy bindings, colored displays, promotional materials, etc., will receive no evaluation credit. Emphasis should be on completeness and clarity of content.

IV-B COVER/SIGNATURE PAGE

Attachment 1, Cover/Signature Page, must be prepared as the first page of the proposal. Provide identifying information about the organization and the project contact person that will perform, or assist in performing, the work hereunder. The Cover/Signature Page must contain the signature of the person authorized to sign official documents for the organization. Indicate the applicant agency is a nonprofit organization.

IV-C MANAGEMENT SUMMARY

A. Project Narrative

1. Provide a narrative of the program design and description of services to be delivered (core, intensive, training services, etc.). Discuss procedures to outreach, inform, and recruit participants, including Equal Opportunity protected group members (see Attachment 4).

The narrative should also include, in enough detail to provide the submission reviewers an understanding, how the objectives and tasks described in Section II, Work Statement will be achieved.

2. Core, intensive, and training services must be provided to all participants and may be coordinated with the local Michigan Works! Service Center if the grant recipient does not provide the services directly. Describe how this coordination will be accomplished to ensure the efficient delivery of such services. The MWA director must complete and sign a Letter of Coordination and Support Form (Attachment 2). Please note that only one Letter of Coordination and Support Form is required and it must be from the MWA who will coordinate and collaborate with the grant recipient.
3. The WDASOM is particularly interested in funding programs that will offer well-integrated, participant-focused training and education services designed to promote participants' successful completion of training and entry into the workforce to the highest extent possible. Describe how the proposed program aligns with this goal.

4. Participant data must be reported on the WDASOM One-Stop Management Information System (OSMIS) through the local MWA. It will be necessary for the Grantee to enter into a contractual arrangement with a MWA. Describe how participant data will be reported on the WDASOM OSMIS through the local MWA. The MWA director must complete and sign a Letter of Coordination and Support Form (Attachment 2). Please note that only one Letter of Coordination and Support Form is required and it must be from the MWA who will coordinate and collaborate with the grant recipient.

B. Collaboration and Coordination with Partner Agencies

The selected grantee should have already established working relationships with a variety of local area organizations and employers to provide a network of resources to assist the targeted population. A description of those partner agencies, the assistance or activity being provided by each partner agency, and the referral process utilized by the selected grantee and the partner agency to move a client between the entities should be provided.

In addition, a description of any financial support and the source of funding of that financial support should be included in the description.

C. Previous Demonstrated Experience

Current and previous provision of workforce development services will impact the selection process for this RFP.

If the applicant does NOT have current or previous experience in providing workforce development services, similar experience relevant to the successful accomplishment of activities defined by this RFP must be described. This includes those instances in which the applicant has referred potential program participants to an MWA to provide employment and training services. The following elements MUST be included in your description:

1. Identify the MWA or organization that contracted with you to provide services;
2. Program design and population served;
3. Beginning and ending dates of the most recent grant period;
4. Describe performance measures, if any, your organization was held to and indicate if measures were met or exceeded;
5. The planned vs. actual number of participants referred/served;
6. Attachment 8 must be signed by the previous grantor to certify the accuracy of the data provided.

IV-D CERTIFICATIONS AND ADDITIONAL INFORMATION

The applicant must complete and submit the certifications provided as Attachments 5 and 7. Instructions regarding debarment and suspension are provided as Attachment 6.

IV-E BUDGET

A. The budget quoted in an applicant's response to this RFP will be for the duration of the grant (March 1, 2012 through September 30, 2012).

B. Program Budget

Attachment 3, the SEMTEP Budget, provides planned expenditure information for the duration of the project. The budget will serve as a management tool to chart the progress of the project towards definable outcomes.

Independent Budget Determination: Include a statement as follows: This independent budget is submitted in full compliance with the provisions of Section III-D, titled "Independent Budget Determination," of the RFP.

IV-F SUBMISSION OF PROPOSAL

Submit one signed original and three copies of the complete proposal in accordance with the instructions contained in this RFP.

APPENDICES

APPENDIX A

CAREER EDUCATION CONSUMER REPORT SYSTEM

The intent of the Workforce Investment Act (WIA) is to allow adult and dislocated job seekers who are eligible to receive training services freedom of choice in selecting a training program from the state's Eligible Training Provider list. While a statewide Consumer Report System is mandated by the WIA, Michigan's commitment extends far beyond compliance with the WIA.

Michigan's Consumer Report System will be known as the Michigan Career Education Consumer Report System (CECR). The Michigan CECR is a consumer-oriented website designed to provide the general public with useful and accurate information about education and training programs available throughout the state.

Michigan's CECR is an integrated, electronic gateway to the labor market for job seekers and employers. The general public will have access to the CECR directly through the Internet. Individual Training Account (ITA) eligible participants, employers, and other interested individuals will have access to the CECR through the Michigan Works! Agencies and their Michigan Works! Service Centers.

To ensure that a broad range of providers are included in the training provider database, training providers who wish to receive discretionary funds from the WDASOM will be required to post their program(s) on the CECR, whether or not they serve WIA-ITA eligible participants.

To be included in the CECR, all training providers must supply data on each program of study. The data will be electronically entered by the training provider into the CECR database via the Internet. Program descriptive information and performance data must be submitted for each training site.

Initial WIA eligibility will be granted for a 12-month period to programs operated by educational institutions that are 1) eligible to receive funds under Title IV of the Higher Education Act of 1965, and 2) provide programs that lead to an Associates Degree, Bachelor's Degree, or Certification (e.g., universities, colleges, community colleges, some proprietary schools, etc.), as long as the required descriptive and performance data is entered into the CECR in a timely manner.

Training providers who wish to have a program certified as WIA-ITA eligible will indicate this on the data entry screen. The information will then be routed to the Workforce Development Board (WDB) for the area in which the training provider is located and/or the training program is offered, for review and approval. The local WDB will review the application and determine whether the information meets the requirements to be WIA-ITA eligible. Once approved, the provider's program will be eligible to serve MWA customers across the state.

Training providers who do not wish to be certified WIA-ITA eligible will electronically post their descriptive data and performance data, which initially includes completion or graduation rate and price (cost to the student) for each program, on the CECR.

Initial eligibility on the CECR will begin the date the initial program application is approved. For subsequent eligibility, the CECR will notify the training provider that program eligibility must be renewed 90 days prior to the eligibility renewal date.

For subsequent eligibility, each training provider will be required to supply data for two additional performance measures for **all** students enrolled in the program. The two additional performance measures are Placement Rate and Wage at Placement.

For **ITA-funded students only** - Additional program-specific performance data will be collected in Michigan's One-Stop Management Information System, including the following:

- Percentage who completed the training program and are placed in unsubsidized employment;
- Percentage who completed the training program, were placed in unsubsidized employment, and remain employed six months after the first day of employment;
- Average wages received by participants who completed the program six months after the first day of employment; and
- Rates of licensure or certification, degree attainment, or other measures of skills of the graduates of the training program.

Minimum acceptable levels of performance will be developed by the WDASOM prior to the end of the first year of implementation. For programs to remain WIA-ITA eligible, training providers must submit and meet program performance levels on an annual basis.

APPENDIX B

Review and Selection Guidelines

1. Threshold Requirements:

- The applicant agency must have no outstanding liability or debts with the WDASOM.
- Attachments 1, 2, 3, 4, 5, 7, and 8 must be completed, signed, and submitted as part of the RFP response.
- Proposals must be signed in ink, submitted by the time deadline indicated, and submitted in the required format as provided in Section IV.

2. Proposals will be evaluated based upon the following weighted factors:

<u>Factor</u>	<u>Points Allowable</u>
Project Narrative	40
Collaboration and Coordination	30
Previous Demonstrated Experience	30

- Although inability to fully expend previous WIA grant funds is not a weighted factor, the WDASOM reserves the right to consider such an occurrence during the most recently completed grant period as a factor in its evaluation and approval process for funding.

ATTACHMENTS

**ATTACHMENTS 1, 2, 3, 4, 5, 7, and 8 MUST BE INCLUDED
IN THE PROPOSAL PACKAGE SUBMITTED**

COVER/SIGNATURE PAGE
SOUTHEAST MICHIGAN TALENT ENHANCEMENT PROGRAM
March 1, 2012 through September 30, 2012

Applicant Agency: _____

Address: _____

Proposal Contact Person: _____ Title: _____

Telephone No.: () _____ Fax No.: () _____

E-mail Address: _____

Type of Organization (Check One):
_____ Private-Nonprofit _____ Public-Nonprofit _____ Other (Please Specify)

Number of Participants to be Served: _____

I hereby attest that the applicant agency, as described above, has no outstanding liability or debts with the Workforce Development Agency, State of Michigan.

Authorized Official _____ Title: _____
(Type or Print)

Authorized Official _____ Date: _____
(Signature)

**SOUTHEAST MICHIGAN TALENT ENHANCEMENT PROGRAM
BUDGET PLAN INSTRUCTIONS**

Definitions

Program Costs: All costs incurred for functions and activities of subrecipients and vendors are program costs except for those awards that are solely for the performance of administrative functions. The following functions may be classified as program costs:

- 1) Tracking and monitoring of participant and performance information;
- 2) Employment statistics information, including job listing information, job skills information, and demand occupation information;
- 3) Performance and program cost information on eligible providers of training services, youth activities, and appropriate education activities;
- 4) Local area performance information; and
- 5) Information relating to supportive services and unemployment insurance claims for program participants.

Administration: Functions to be classified as administration, and subject to the cost limitation under WIA Title I, including the coordination of such functions, are:

- 1) Performing the overall general administrative functions and coordination of those functions under WIA Title I identified as:
 - a. Accounting, budgeting, financial and cash management functions;
 - b. Procurement and purchasing functions;
 - c. Property management functions;
 - d. Personnel management functions;
 - e. Payroll functions;
 - f. Coordinating the resolution of findings arising from audits, reviews, investigations and incident reports;
 - g. Audit functions;
 - h. General legal services functions; and
 - i. Developing systems and procedures, including information systems required for these administrative functions;
- 2) Performing oversight and monitoring responsibilities related to WIA administrative functions;
- 3) Costs of goods and services required for administrative functions of the program, including goods and services such as rental or purchase of equipment, utilities, office supplies, postage, and rental and maintenance of office space;
- 4) Travel costs incurred for official business in carrying out administrative activities or the overall management of the WIA system; and
- 5) Costs of information systems related to administrative functions (e.g., personnel, procurement, purchasing, property management, accounting and payroll systems) including the purchase, systems development, information technology staff costs, and operating costs of such systems.

BUDGET SUMMARY

- Enter Grant Program
- Enter planned budgeted amount of federally funded Workforce Investment Act funding.
- Enter planned budgeted amount of other federally funded program(s).
- Enter planned budgeted amount of non-federally funded program; may be in-kind contributions.
- Enter total planned budget.

PERSONNEL BUDGET

- **Task:** Enter each specific task or service funding will cover. Click on button to indicate program or administrative cost. For each employee assigned to task, enter number of employee hours anticipated.
- **Total Hours:** This is automatically calculated.
- **Rates:** Enter each rate of employee.
- **Total Personnel Costs:** This is automatically calculated.

BUDGET CATEGORIES

- a. Enter total personnel costs from table above.
- b. Enter amount of fringe benefits.
- c. Enter amount for travel.
- d. Enter amount for supplies and materials.
- e. Enter amount for phone and fax.
- f. Enter amount for postage, overnight mail, and shipping.
- g. Enter amount for contractual.
- h. Enter amount for other; indicate other costs.
- i. Total direct charges are automatically calculated.
- j. Enter indirect charges.
- k. Total amount is automatically calculated.

FORECASTED EXPENDITURES

Enter anticipated expenditures per quarter for federally funded Workforce Investment Act, other federally funded program(s), and non-federally funded programs. Total amount per quarter and per year will automatically be calculated.

BUDGET PLAN							
Budget Summary							
Grant Program Function or Activity	New or Revised Budget						
	Federal - WIA	Federal - Other	Non-Federal	Total			
Contract Personnel							
Work-Based Learning							
Program Support							
Administration							
Total							
Personnel Budget							
The personnel costs are calculated using the following hours and hourly rates for each staff member.							
Task	Hours						
	Employee	Employee	Employee	Employee	Employee	Employee	Total
Task 1							
Task 2							
Task 3							
Task 4							
Task 5							
Total Hours	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Rates							
Total Personnel Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Budget Categories							
Item	Amount						
a. Personnel (from table above)							
b. Fringe Benefits							
c. Travel							
d. Supplies & Materials							
e. Phone and Fax							
f. Postage, Overnight Mail, Shipping							
g. Contractual							
h. Other							
i. Total Direct Charges (sum a-h)							
j. Indirect Charges							
k. Totals (sum of i and j)							
Forecasted Expenditures							
	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	Total		
Federal - WIA							
Federal - Other							
Non-Federal							
Total							
WFP-328 (5-2006)							
A maximum of ten percent of Workforce Investment Act funding may be utilized for administration.							

**WORKFORCE DEVELOPMENT AGENCY, STATE OF MICHIGAN
EQUAL OPPORTUNITY POLICY**

This policy applies to all programs administered by the Workforce Development Agency, State of Michigan. It is the policy of the State of Michigan to assure that equal opportunity will be provided under any contract, grant, program, or activity funded in whole, or in part, with funds made available by, or through, any state department, institution, or agency.

All recipients of financial assistance are required to assure the equitable treatment of all persons in the opportunity for employment as well as their access to, and receipt of, program services without discrimination based upon religion, race, color, national origin, age, sex, height, weight, marital state, arrest record, disabled, or other non-merit factors.

This policy applies to all programs administered by the state, sub-grantees, contractors, and subcontractors. All personnel will actively promote equal employment opportunity within their respective organizational units. This policy extends to the active recruitment of female and minority-owned enterprises in the delivery of services related to employment and training.

This policy will affect all employment and training practices including, but not limited to: recruitment, hiring, transfer, promotions, training, compensation, benefits, layoffs, placements, and selection of sub-grantees and contractors.

To ensure compliance with the established policy, a goal-oriented program has been structured with specific targets and timetables. Failure on the part of sub-grantees and contractors to comply with this policy will jeopardize initial, continued, or renewed funding under federal and state funded programs.

The Workforce Investment Act (WIA) further requires for all programs receiving financial assistance under Title I of the WIA the following assurance:

As a condition to the award of financial assistance from the United States Department of Labor under Title I of the WIA, the grant applicant assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

- Section 188 of the WIA of 1998, which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of whether citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA 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, or 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; and
- Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

This grant applicant also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIA Title I–financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIA Title I–financially assisted program activity. The grant applicant understands that the United States has the right to seek judicial enforcement of this assurance.

**Certification Regarding
Debarment, Suspension, Ineligibility, Voluntary Exclusion
Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 20 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).

**BEFORE COMPLETING CERTIFICATION, READ ATTACHED
INSTRUCTIONS THAT ARE AN INTEGRAL PART OF THE CERTIFICATION.**

- (1) 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.
- (2) 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.

Name and Title of Authorized Representative

Signature

Date

Instructions for Certification

1. By signing and submitting this proposal, the prospective recipient of federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when the transaction was entered into. If it is later determined that the prospective recipient of federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of federal assistance funds shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective recipient of federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of 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.
5. 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 DOL.
6. 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 Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective 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.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the DOL may pursue available remedies, including suspension and/or debarment.

**CERTIFICATION REGARDING LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS,
AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid by, or on behalf of, the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, 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.
- (2) 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.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants and contracts under grants, loans, and cooperative agreements) and that all* sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Grantee/Contractor Organization

Program/Title

Signature of Certifying Official

Date

*NOTE: In these instances, "All," in the Final Rule is expected to be clarified to show that it applies to covered contract/grant transactions over \$100,000 (per OMB).

PREVIOUS DEMONSTRATED EXPERIENCE

Applicant Agency: _____

Project Title: _____

I, as grantor for the project titled above, hereby acknowledge that I have reviewed the data provided by the above-named applicant agency in regard to the project titled above, and hereby certify the data to be accurate and true.

As grantor for the project titled above, I (mark one) _____ concur, _____ do not concur with this proposal. If non-concurrence is noted, provide comments.

Signature of Certifying Official

Name of Organization

Typed Name and Title

(_____) _____
Telephone Number

Date

Comments (additional pages may be attached):