



REQUEST FOR PROPOSAL (RFP)

**Audit Services
for the Period
July 1, 2022 to June 30, 2023**

PURPOSE OF REQUEST FOR PROPOSAL

The purpose of the Request for Proposal (RFP) is to solicit proposals to establish a contract, through competitive negotiations, with a public accounting firm, whose principal officers are independent certified public accountants, certified or licensed by a regulatory authority of the state, that can provide a financial and compliance audit for the year ending June 30, 2023.

This RFP includes instructions for the preparation and submission of a proposal and many of the terms and conditions to be included in any contract awarded as a result of this RFP.

This RFP does not commit this MWA to award a contract or pay any cost incurred in the preparation of a proposal. This MWA reserves the right to accept or reject any or all proposals or parts of proposals received as a result of this request. This MWA can cancel or modify this RFP, in part or in its entirety, if it is in the best interest to do so.

This MWA may require applicants to enter into an agreement based on their proposal without further discussion or may require the applicant to enter negotiations. This MWA reserves the right to request any additional data or discussion/presentation in support of the written proposal at any time, prior to the execution of a contract. Bidders may be required to submit cost, technical or other revisions of their proposal that may result from such negotiation.

Implementation and funding of this service is subject to regulations, policies and funding availability, contractor performance and determination of needs, services, activities and delivery methods.

Each individual/agency will be liable for any disallowed or illegal expenditure of funds under this Contract. Disallowed or illegal costs will be subject to repayment to this MWA by the Contractor with non-federal funds.

ELIGIBLE BIDDERS

The MWA will consider only those proposals submitted by organizations which are licensed and/or incorporated in accordance with State statutes, and which are authorized to conduct business in the State of Michigan. Organizations should not be debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

SUBMITTAL OF PROPOSALS

Parties interested in providing services as outlined in this RFP must submit one original and three (3) copies of the proposal, in accordance with the requirements described herein, by 4:00 p.m. EST on Friday, March 24, 2023 to: Renee Nagy, Controller, Michigan Works! Region 7B Consortium, 402 N. First Street, Harrison, MI 48625. The proposal must be signed physically by an authorized official. The proposal must include a statement as to the period during which it remains valid. Under no condition will a late response be accepted. All completed proposals are to be submitted in accordance with the terms, conditions, and procedures as stated herein.

If duplicate proposals of the RFP are received from a bidder, only the last complete proposal submitted by the closing date and time indicated in this RFP may be reviewed and considered for funding. The MWA will not return any proposals to bidders for resubmission. All proposals become the property of the MWA and subject to the Freedom of Information Act.

PROPOSAL CONTENT

The information provided in a proposal must provide a full description of all services performed. The proposal must enable this MWA to understand completely how the bidder intends to use the funds. From the information provided, the MWA will determine the extent to which the proposal is consistent with the requirements pertaining to the RFP.

Proposals developed with the assistance of organizations or individuals outside the bidders own organization (including paid consultants) should be identified. No contingent fees for such assistance will be paid under any contract resulting from this RFP.

All proposals submitted by a consortium of companies or agencies must have a certification that each company and/or agency of the consortium can meet the requirements of the RFP.

The proposal warrants that the charges quoted for services are not in excess of those which would be charged of any other individual for the same services performed by the bidder. Any and all cost in excess of actual cost of services must be identified.

The bidder guarantees that, in connection with this proposal the prices and or costs data have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition. This does not preclude or impede the formation of a consortium of companies and/or agencies.

It is understood and agreed that the bidder claims no proprietary rights to the ideas and written materials contained in or attached to the proposal submitted in response to this RFP.

Proposals that do not contain completed information as required will be downgraded in the evaluation process and/or may be considered non-responsive.

CHANGES TO THE RFP

The MWA reserves the right to modify this RFP should it be deemed necessary. Any changes to the RFP will be posted on our Documents page of our website (www.michworks4u.org).

VERBAL PROPOSAL

Verbal proposals will not be considered.

REJECTION OF PROPOSAL

The MWA reserves the right to reject any or all proposals received and to negotiate with any or all bidders on modifications to proposals.

INQUIRIES/CONTACT INFORMATION

All inquiries must be emailed to reg7b@michworks4u.org using the subject heading "Audit Services RFP Inquiry" by 5:00 p.m. March 3, 2023. Responses to all questions will be posted on our website at www.michworks4u.org by 5:00 p.m. March 10, 2023.

SCHEDULE OF EVENTS

(Subject to Change)

- RFP Released: February 21, 2023;
- Last Date to Submit Questions: 5:00 p.m. March 3, 2023;
- Responses to all questions will be posted on our website at www.michworks4u.org by 5:00 p.m. March 10, 2023;
- Proposals due: 4:00 p.m. March 24, 2023;

CONTRACT PERIOD AND OPTION TO EXTEND

This MWA will award one Contract for Audit Services. The Contract is anticipated to be a one-year fixed price contract. Subsequent contracts, based on the availability of funds, successful operation, and continued need, may be extended for two additional one-year periods. Region 7B is requesting the Offeror to provide quotes for the first year and four additional years if contract were extended. Services awarded as a result of the RFP expire June, 30 2027.

PROPOSAL EVALUATION

Bidders may be required to provide a verbal presentation to the MWA. Proposals will be evaluated by MWA staff and are based on a 100 point scale. Region 7B may contact prior audited organizations to verify the experience provided by the Offeror.

Prior experience auditing and/or designing and installing accounting systems	0-5 points
Prior experience auditing similar programs funded by Region 7B	0-10 points
Prior experience auditing programs funded by the Federal Government	0-5 points
Prior experience auditing similar county or local government activities	0-5 points
Organization, size, and structure of Offeror's firm. (Consideration of size in relation to audits to be performed)	0-10
Qualifications of staff to be assigned to the audits to be performed; this will be determined from resumes submitted. Education, position in firm, years and types of experience, continuing education, and state(s) in which licensed as a CPA,	0-25 Points

etc. will be considered	
Offeror's understanding of work to be performed (adequate coverage, realistic time estimates of each audit step)	0-15
Price	0-25
Total Points	100 points

Review Process

Region 7B may, at its discretion, request presentations by or meetings with any or all Offerors to clarify or negotiate modifications to the Offeror's proposals.

However, Region 7B, reserves the right to make an award without further discussion of the proposals submitted. Therefore, proposals should be submitted initially on the most favorable terms, from both technical and price standpoints, which the Offeror can propose.

Region 7B contemplates award of the contract to the responsible Offeror with the highest total points.

Description of Entity and Records to be Audited

Region 7B is a quasi-governmental unit of government and is exempt from Federal Income Tax. It is governed by six local elected officials with representation of each of the six counties. The counties represented by Region 7B are: Arenac, Clare, Gladwin, Iosco, Ogemaw, and Roscommon. Region 7B is the administrative entity and operates all the programs with their own staff. Region 7B also operates a State Contract for MDOC in 13 additional counties, which encompass Region 3 and Region 5 areas for State government. We predominately operate under the federal Workforce Innovation and Opportunity Act (WIOA) of 2014 and Welfare Reform grants. We provide meaningful employment and training services to eligible citizens and businesses in our area.

Region 7B is located at 402 N. First Street, Harrison, MI 48625. All financial records to be audited are located at this address. Region 7B has 54 staff members with a bi-weekly payroll generated in-house. They are responsible for the support of the Workforce Development and Administrative Boards. The records to be audited include financial statements produced from an automated accounting system (Icommander) with General Ledger, Accounts Payable, Payroll and Cash Receipts journal. There are three bank accounts (Main checking account, payroll – participant and staff, and Funded Leave Account,) with approximately 4,500 checks issued per year.

Cash receipts received from funding authorities are received electronically (EFT). There are a few other miscellaneous receipts received directly for deposit.

SPECIFICATION SCHEDULE

A. Scope of Financial and Compliance Audit

The purpose of the RFP is to obtain the services of a public accounting firm, whose principal officers are independent certified public accountants, certified or licensed by a regulatory authority of the state or other political subdivision of the United States, hereinafter referred to as the "Offeror" to perform a financial and compliance audit of Region 7B Employment and Training Consortium.

The audit must be conducted in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (the "Uniform Guidance").

The individual signing certifies that the prices quoted in this proposal have not been knowingly disclosed by the Offeror, prior to an award, to any other Offeror or potential Offeror.

The individual signing certifies that the Offeror is properly licensed certified public accountant.

The individual signing certifies that the Offeror meets the independence standards of the Government Auditing Standards.

B. Description of Programs/Contracts/Grants

Region 7B primarily receives contracts from the State of Michigan through the Workforce Development Agency for WIOA Title 1 Adult, Dislocated Worker (DW), Youth, Incumbent Worker (IW), Partnership.Accountability.Training.Hope(PATH), Wagner-Peyser Employment Services (ES), General Purpose/General Fund (GF/GP) and Offender Success (OS), and numerous smaller grants shown on schedule A.

Attachment A			
Michigan Works! Region 7B Consortium			
Estimated Schedule of Revenue			
Year Ended June 30, 2023			
	CFDA#	Expenditures	Amounts Paid to Subrecipients
US Department of Labor			
Passed through LEO - Labor & Economic Opportunity-Workforce Development			
Employment Service Cluster			
Wagner Peyser 7(A)	17.207	198,800	
Wagner Peyser 7(A), Clean Slate Pilot	17.207	25,500	
WIOA Infrastructure Funding Agreement			
Jobs for Veterans' State Grants - IFA	17.801	12,500	
Unemployment Insurance			
Unemployment Insurance State Administration - RESEA	17.225	90,500	
WIOA Cluster			
WIOA-Adult	17.258	840,000	
WIOA-Youth	17.259	760,500	
WIOA-Dislocated Worker	17.278	354,800	
WIOA-Local Administration	17.258, 17.259, 17.278	250,500	
WIOA Statewide Activities - Capacity Building	17.258, 17.259, 17.278	8,800	
WIOA Statewide Activities - CRM	17.258, 17.259, 17.278	6,000	
WIOA Statewide Activities - High Concentration Youth	17.258, 17.259, 17.278	3,500	
WIOA Statewide Activities - Young Prof	17.258, 17.259, 17.278	119,000	
WIOA Statewide Activities - Career Events	17.258, 17.259, 17.278	30,000	
WIOA Statewide Activities - MICA 3.0	17.258, 17.259, 17.278	21,500	
WIOA Infrastructure Funding Agreement			
Unemployment Insurance IFA	17.225	69,500	
Trade Adjustment Assistance			
Trade Adjustment Assistance	17.245	49,500	
WIOA National Dislocated Worker Grant/National Emergency Grants			
WIOA DW NEG National Health Emerg NMOW	17.277	850,000	250,000
Apprenticeship USA Grants			
Building State Capacity-Innovation - SAE MIRAIN	17.285	105,000	
Youth Apprenticeship Readiness - SAE MIYARN	17.285	55,000	
Total U.S. Department of Labor		3,850,900	
US Department of Health and Human Services Human Services			
Passed through LEO - Labor & Economic Opportunity-Workforce Development			
TANF Cluster			
Temp Assist for Needy Families -PATH	93.558	1,025,000	
TANF-Supportive Services	93.558	9,500	
Total U.S. Department of Health and Human Services		1,034,500	
Total		4,885,400	250,000
State Grants			
Offender Success Michigan Department of Corrections		1,278,190	
Labor & Economic Opportunity-Workforce Development			
Going Pro Talent Fund		550,000	
State P & I		75,500	
GF/GP Barrier Removal		129,650	
State P & I PATH Transitional Support		3,500	
Clare Gladwin RESD			
Marshall Plan		43,000	
Kinexus			
Job for Michigan Graduates		155,000	
MRS - IFA Vendor Contract		48,500	
Total		2,283,340	
Total Funds Available		7,168,740	

C. Performance

Region 7B's records must be audited for the period of **July 1, 2022 to June 30, 2023.**

The Offeror is required to prepare audit reports in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (the "Uniform Guidance").

D Region 7B Furnished Materials

Region 7B shall make the copier, internet and a phone available for your use during the audit period. In addition, shall make available all copies of Grant Action Notices (GAN), financial statements including, Schedule of Expenditure of Federal Awards, reconciling worksheets, Board minutes, and financial reports submitted to funding authorities.

E. Delivery Schedule

Pre Audit Work Testing may start in June or July 2023. Final amounts to be audited will not be available until Mid-October 2023. No audits are to be commenced without prior written approval by Region 7B. Costs incurred for audit services performed prior to receipt of written approval will not be approved for payment.

Following approval, the selected auditor and Region 7B shall agree upon a start date for the audit. The auditor shall confirm this to Region 7B in writing, with a specific engagement letter outlining the audit period, scope, time and date of the entrance conference and contracts to be audited. It is preferred that field work is completed by the second week of November.

Offeror is to transmit one copy of the draft audit report to Region 7B Controller. The draft audit report is due on November 30, 2023.

The Offeror shall deliver twenty-five (25 copies) final audit reports to Region 7B Board of Directors no later than December 30, 2023. Offeror also agrees to make a board presentation of the audit at their January 2024 board meeting.

Reports may be submitted earlier than the above schedule. However, if the Offeror fails to make the delivery of the audit reports within the time schedule specified herein, or if the Offeror delivers audit reports that do not conform to all the provisions of the contract, Region 7B may, by written notice of default to the Offeror, terminate the whole or any part of this contract. Under certain extenuating circumstances the contracting agent may extend this schedule upon written request of the Offeror with sufficient justification. The final audit reports must be submitted to the Federal Clearing house as necessary.

F. Payment

Payment will be made when Region 7B has determined that the total work effort has been satisfactorily completed. Should Region 7B reject a report, Region 7B authorized representative will notify the Offeror in writing of such rejection giving the reason(s). The right to reject a report shall extend throughout the term of this contract and for ninety (90) days after the Offeror submits the final invoice for payment.

Progress payments will be allowed to the extent that Region 7B can determine the satisfactory progress is being made.

Upon delivery of the twenty-five (25) copies of the final reports to Region 7B and their acceptance and approval, the Offeror may submit a bill for the balance due on the contract for the audit.

G. Audit Review

All audit reports prepared under this contract will be reviewed by Region 7B and its funding sources to ensure compliance with Government Auditing Standards and other appropriate audit guides.

H. Exit Conference

An exit conference with Region 7B representatives and the Offeror's representatives will be held at the conclusion of the fieldwork. Observations and recommendations will be discussed with Region 7B representatives. It should include internal control and program compliance observations and recommendations.

I. Work Papers

Upon request, the Offeror will provide a copy of the work papers pertaining to any questioned cost determined in the audit. The work papers must be concise and provide the basis for the questioned cost(s) as well as an analysis of the program.

The work papers will be retained for at least three years from the end of the audit period.

The work papers will be available for examination by authorized representatives of the federal or state audit agency, the General Accounting Office and Region 7B.

J. Confidentiality

The Offeror agrees to keep the information related to all contracts in strict confidence. Other than the reports submitted to Region 7B, the Offeror agrees not to publish, reproduce or otherwise divulge such information in whole or in part, in any manner or form or authorize or permit other to do so, taking such reasonable measures as are necessary to restrict access to the information while in the Offeror's possession, to these employees on the Offeror's staff who must have the information on a "need-to-know" basis. The Offeror agrees to immediately notify, in writing, Region 7B's authorized representative in the event the Offeror determines or has reason to suspect a breach of this requirement.

All participant names in the audit report must be suppressed. Therefore, the auditor will, when necessary to refer to particular participants, refer them as participant A, participant B, etc. The Offeror must then provide Region 7B with a key which will identify the participant by name and contract or MIS number/code.

PROPOSAL SUBMISSION REQUIREMENTS AND INSTRUCTIONS

Parties interested in providing services as outlined in this RFP must submit one original and three (3) copies of the proposal, in accordance with the requirements described herein, by 4:00 p.m. EST on Friday, March 24, 2023 to: Renee Nagy, Controller, Michigan Works! Region 7B Consortium, 402 N. First Street, Harrison, MI 48625. The proposal must be signed physically by an authorized official. The proposal must include a statement as to the period during which it remains valid. Under no condition will a late response be accepted. All completed proposal are to be submitted in accordance with the terms, conditions, and procedures as stated herein.

The information provided in a proposal must provide a full description of all services performed. The proposal must enable this MWA to understand completely how the bidder intends to use the funds. Include timelines, deliverables, and costs in your responses where appropriate. The offeror, in its proposal, shall, as a minimum, include the following:

- A. Cover Letter:** A signed statement on agency letterhead
- B. Prior Auditing Experience:** The offeror should describe its prior auditing experience including the names, addresses, contact persons and telephone numbers of prior organizations audited. Experience should include the following categories:
 - 1. Prior experience auditing in accordance with Government Auditing Standards.
 - 2. Prior experience auditing similar programs funded by Region 7B.
 - 3. Prior experience auditing programs financed by the Federal Government.
 - 4. Prior experience auditing similar county or local government activities.
- C. Organization, Size, Structure:** The Offeror should describe its organization, size (in relation to audits to be performed) and structure. Indicate, if appropriate, if the firm is a small or minority-owned business. Offeror should include a copy of the most recent Peer Review, if the Offeror has had a Peer Review.
- D. Staff Qualifications:** The Offeror should describe the qualifications of staff to be assigned to the audits. Description should include:
 - 1. Audit team makeup.
 - 2. Overall supervision to be exercised.
 - 3. Prior experience of the individual audit team members.

Only include resumes of staff to be assigned to the audits. Consideration will be given for education, position in firm, years and types of experience, continuing professional education, state(s) in which licensed as a CPA, etc.

- E. Understanding of Work to be Performed:** The Offeror should describe its understanding of work to be performed; including audit procedures, estimated hours and time frames including of each audit step, and other pertinent information.
- F. Price:** In consideration for performing all the requirements contained herein, the total bid price for the Single Audit is \$_____ which includes all expenses for labor, communication, travel and miscellaneous expenses during year one (1) of the contract.

Estimates for total annual costs for years two (2) and three (3):

Year Two (2) Estimate: _____
Year Three (3) Estimate: _____

In the event Region 7B would need additional auditing/consulting services, such work may be negotiated on an hourly basis. The hourly rate for the first year of the contract will be \$_____ and may be renegotiated during subsequent years.

- G. Complete, sign, and return Attachments A, B, C, D, and E.**

ASSURANCES

By submitting a proposal, bidders assure and certify that all activities funded will comply with the applicable provisions of:

1. Wagner Peyser Act of 1933, as amended; also in accordance with Section 8(b) of the Wagner-Peyser Act, as amended, will promote employment opportunities for persons with disabilities and provide job counseling and placement of persons with disabilities. The will require the designation of at least one person in each office where employment services are provided whose duties include providing services for persons with disabilities as described above. Under the State Plan, the Bureau of Workforce Transformation will cooperate and maintain a written agreement with Michigan Rehabilitations Services to provide services to persons with disabilities;
2. The Workforce Innovation and Opportunity Act of 2014;
3. Michigan Employment Security Act of 1936, as amended;
4. Michigan Public Act 354 of 2004;
5. Michigan Administrative Code of Regulations 421.1 through R 421.606;
6. Governor's Coordination and Special Services Plan;
7. Results of the local joint planning process with Michigan Works! Region 7B Consortium;
8. Annual Drug-Free Workplace Certification, as required by 29 CFR, Part 98;
9. An Annual Certification Regarding Debarment, Suspension, and Other Responsibility Matters required by 29 CFR, Part 98;
10. Annual Certification Regarding Lobbying, as required by 29 CFR, Part 98;
11. 41 CFR Part 29-70 and 41 CFR, part 1-15.6, with respect to costs incurred under the State Plan approved by the Regional Administrator, except as may be waived;
12. Nondiscrimination and equal opportunity requirements, including complaint processing, compliance reviews, as provided by 29 CFR 31 and 32;
13. 20 CFR Part 653, with respect to equitable services to migrant and seasonal farm workers and other requirements; and
14. Title 38 USC 4100-4214 which requires eligible veterans, veterans spouses and eligible person to be given the maximum employment and training opportunities, with priority given to the needs of disabled veterans;
15. Training and Employment guidance Letter NO. 5-03, "Implementing the Veterans' Priority Provisions of the "Jobs for Veterans Act" (Public Law 107-288)," which describes the manner in which priority of service for veterans must be implemented. Priority of service for veterans, as defined in the Jobs for Veterans Act, means taking affirmative action to employ qualified covered veterans and providing veterans with priority in referral to employment openings. Priority of service also means giving veterans priority over non-veterans for the receipt of employment, training and placement services provided under any covered program, as long as the individual otherwise meets the requirements for participants in the program;
16. Public Law 103-152, which requires states to implement a Worker Profiling and Reemployment Services Program for Unemployment Insurance (UI) claimants. Must provide profiling orientation sessions and reemployment services to all UI claimants designated as "Mandatory Profiled Claimants" by the Unemployment Insurance Agency (UIA), as resources permit;

17. Title 20 CFR, Part 658, which mandates that the ES establish and maintain a complaint system. This system must offer a formal mechanism for processing complaints from a customer who believes his or her employment-related rights have been denied, or that he or she has been unjustly treated in an employment-related situation. Is responsible for following the complaint through this system.
18. Michigan Employment Security Act of 1936, as amended, which requires the administration of the UI work test to UI claimants. Must administer the UI work test and report the results to TIA/UIA.

GENERAL INFORMATION AND REQUIREMENTS

Following are clauses that may be part of any contract awarded as a result of this RFP. Bidders should review this information before submitting a proposal.

Access and Right to Records

The Contractor agrees to provide record access to this MWA, the United States Department of Labor (USDOL), the Comptroller General of the United States or their duly authorized representatives. The records may include any books, papers, documents, records, or computer software, which is directly relevant to performance of this Contract. These rights are extended to include access to the Contractor's premises and reasonable access to the Contractor's personnel for purposes of interviews or discussions related to such documents.

Accounting Records

The Contractor must maintain acceptable accounting records. An adequate system of managing funds and for keeping back-up data to support expenditures for late audit purposes is the full responsibility of the Contractor.

No organization will be contracted to deliver funded services or activities unless the organization can provide this MWA 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 this MWA.

The contractor shall maintain its records based on the establishment of the agency as a governmental (2CFR, Part 225 formerly OMB A-87), non-profit (2 CFR, Part 230, formerly OMB A-122) or college or university (2CFR, Part 220, formerly OMB A-21).

Antitrust Cause of Action

For and in consideration of the opportunity to submit a quotation and other good and valuable consideration, the Contractor hereby assigns, sells and transfers to the MWA all rights, title, and interest in and to all causes of action it may have under the Antitrust Laws of the United States or this State for price fixing, which causes of action have accrued prior to the date of payment and which relate solely to the particular goods, commodities, or services purchased or procured by this State pursuant to this transaction.

Assignment

The Contractor shall not assign this Contract to any other agency.

Audit Provision

Contractors receiving Federal/State funds must, under certain circumstances, arrange to pay for audits of their organizations and programs. Therefore, it is important that each contractor 1) determine whether it must audit its organization and projects; and 2) provide sufficient funds in its budget if it must conduct audits.

The guidelines described 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 in accordance with OMB-A133.

Private-for-profit commercial or organizations which receive a combined total federal assistance of \$500,000 or more annually shall be audited in accordance with Section 67.480 (a)(3) of the regulations. MDELEG 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 project-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 federal OMB Circulars A-133 for guidance on how the audit may be structured.

The audit must be submitted to the agency within the earlier of 30 days after receipt of the auditor's report(s) or nine months after the end of the audit period. The fiscal audit report shall include: (1) financial statements, including notes, and schedule of expenditures of federal awards; (2) summary schedule of prior audit findings; (3) report on the financial statements and schedule of expenditures of federal awards; (4) reports on internal controls related to financial statements and major programs; (5) report on compliance; (6) schedule of findings and questioned costs; (7) management letter, if applicable; (8) copy of data collection form.

Availability of Funds

The Contractor acknowledges that all funding for this Contract is contingent upon the availability of funds to the MWA. This Contract may be terminated or modified at any time due to lack of funds or changes in appropriation.

Contract funds may be suspended or terminated if the Contractor refuses to accept any additional or revised conditions mandated by the MWA in accordance with conditions set by the Local Elected Officials, the Executive Director or Designee, and/or the Talent Investment Agency (TIA).

Bonding

The Contractor shall maintain a copy of bonding agreement(s) issued by its insurance company, which shall cover, all Contractor personnel handling funds and/or testifying to the accuracy of performance documentation under a Contract.

The Contractor shall maintain bonding during the period of the contract and shall give the MWA written notice 15 calendar days prior to the bond being reduced or canceled. The Contractor shall maintain Worker's Compensation coverage for all employees and pay appropriate taxes including FICA, Medicare, and Unemployment Insurance.

Changes

The Contractor assures it will comply with any changes, revisions, clarifications or amendments to the Act and related federal, state or local issuances listed below. Such changes, revisions, clarifications, or amendments shall become effective upon receipt by the Contractor.

Clean Air Act, Clean Water Act, and Environmental Protection

The Contractor assures it will comply with all applicable standards, orders, or, requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts and subgrants of amounts in excess of \$100,000).

Confidentiality of Records

The Contractor shall maintain the confidentiality of any information, regarding program participants and the immediate family of any applicant or participant, that identifies or may be used to identify them, and which may be obtained through application forms, interviews, tests, reports from public agencies, or counselors, or any other source.

The Contractor shall not divulge such information without written permission of the participant except that information, which is necessary as determined by this MWA for purposes, related to performance of this Contract.

In addition, parties having Contract monitoring and evaluating responsibilities, and governmental authorities to the extent necessary under proper leave, shall have access to such documents. No release of information by the Contractor, if federal or state law requires such release, shall be construed as a breach of this section.

Conflict of Interest and Nepotism

The Contractor shall avoid Conflict of Interest or the appearance of such conflict in any purchasing or subcontracting under this Contract, including the selection and award of this Contract to The Contractor by the MWA.

Further, the Contractor shall establish safeguards to prohibit use of official position for private gain, or the appearance thereof, throughout the life of this Contract.

Conformity with State Law

This Contract shall be subject to and interpreted in accordance with the substantive law of the State of Michigan.

Contractor Performance/Deficiency Notice

It is the intent of this MWA to award a contract to the most qualified and cost-effective Contractor(s). However, in the event that a selected Contractor(s) should become deficient in any area, this MWA may elect to issue a "Corrective Action Notice".

If the deficiency warrants a Corrective Action Notice to be issued, it will be provided to the Contractor in writing. The Corrective Action Notice will specify the exact area of performance deficiency that needs immediate attention by the Contractor. Upon receipt of the Corrective Action Notice, the Contractor will have ten working days to correct the deficiency or submit a detailed plan of action with reasonable completion dates.

If the Contractor fails to respond to the Corrective Action Notice or if the Corrective Action Plan is unrealistic, this MWA may issue a "Show Cause Notice". The Show Cause Notice will be issued to the Contractor in writing. The Contractor will then have ten working days from date of receipt to correct the deficient performance or explain why this MWA should not invoke the termination clause.

The MWA reserves the right to terminate the contract for default without prior Corrective Action or Show Cause Notices if the deficiency warrants such action.

Copyrights and Rights in Data

The Contractor shall have the right to:

1. Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this Contract;
2. Protect from unauthorized disclosure and use those data, which are limited right data or restricted computer software;
3. Substantiate use of, add, or correct limited rights, restricted rights, or copyright notices and to take other appropriate action; and
4. Establish claim to copyright subsisting in data first produced in the performance of this Contract.

Criminal Provisions and Sanctions

The Contractor agrees to notify the MWA of suspected fraud, abuse or other criminal activity through filing of a written special incident report to local law enforcement agencies within two hours of discovery of any such act.

The Contractor further agrees to cooperate fully with the MWA, TIA, local law enforcement agencies, the Federal Bureau of Investigation, and any other duly authorized investigative unit in carrying out a full investigation of all such incidents.

Debarment and Suspension

The Contractor shall certify 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.

Disclosure under the Freedom of Information Act (FOIA)

All information in this Contract and any attachments thereto are subject to disclosure under the provision of Public Act No. 442 of 1976, known as the "Freedom of Information Act," as amended, MCL 15.231 et seq.

Dispute Resolution

The Contractor and the MWA agree to use and be bound by established Grievance, Complaint and Disallowed Cost Resolution Procedures in attempting to resolve disputes arising from this Contract.

The Contractor shall continue performance of the Contract activities during any such dispute. All parties agree that any legal action brought in relation to this Contract shall be brought in the MWA's area.

Dissemination in Contract/Grant Agreements

The regulations specifically require recipients of USDOL funding to provide notice whenever the recipient passes federal financial assistance to another agency.

All contracts and grant agreements (including contracts establishing on-the-job training positions) must contain the assurance of nondiscrimination (Equal Opportunity is the Law) signed by the person authorized to sign for the recipient agency.

Contracts and grant agreements must also assure full compliance with all applicable civil rights laws and EO regulations as detailed in OWD Policy Issuances.

Drug -Free Workplace Requirements

The Contractor certifies that it will or will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibitions;
2. Establishing an ongoing drug-free awareness program to inform employees about:
 - a. the dangers of drug abuse in the workplace;

- b. the Contractor's policy of maintaining a drug-free workplace;
 - c. any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph one;
 4. Notifying the employee in the statement required by paragraph one that, as a condition of employment under the Contract, the employee will:
 - a. abide by the terms of the statement; and
 - b. notify the employer, in writing, of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
 5. Notifying the MWA in writing, within ten calendar days after receiving notice under paragraphs (4b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every contract officer or any other designee on whose contract activity the convicted employee was working, unless the federal agency has designated a central point for the receipt of such notices.

Notice shall include the identification number(s) of each affected contract;

6. Taking one of the following actions within 30 calendar days of receiving notice under paragraph (4b) with respect to any employee who is so convicted:
 - a. taking appropriate personnel action against such an employee, up to and including termination consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - b. requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5, and 6.

Energy Policy and Conservation Act

The Contractor assures it will comply with all applicable mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871). [53 FR 8069, Mar. 11, 1998, as amended at 60 FR 19639, 1995, Apr. 19, 1995].

Equal Opportunity

It is the policy of the MWA to assure that equal opportunity will be provided under any contract, program, or activity funded in whole or in part with funds made available by or through any state department, institution, or agency. All Contractors shall maintain an equal opportunity policy in compliance with 29 CFR 37.20.

All contractors 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 in the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, sex stereotyping, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief, or, against any beneficiary of, applicant to, or participant in programs financially assisted under Title I of the WIOA on the basis of the individual's citizenship status or participation in any WIOA Title I—financially assisted program or activity.

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.

Grievance Procedure (Personal Responsibility and Work Opportunity Reconciliation Act)

In accordance with the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PL 104-193), pertaining to Grievance Procedure, a state with a program funded under this part shall establish and maintain a Grievance Procedure resolving complaints of alleged violations in a "work activity," which is funded in whole or in part by funds provided by the Federal Government:

1. When any other individual is on layoff from the same or any substantially equivalent job; or
2. If the employer has terminated the employment of any regular employee or otherwise caused an involuntary reduction of its workforce in order to fill a vacancy so created with an adult from a family receiving assistance under the State program funded under this part attributed to funds provided by the Federal Government.

Hold Harmless - Indemnification

The Contractor shall indemnify, defend, and hold harmless this MWA, its departments, divisions, agencies, sections, commissioners, 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 attorney fees, disbursements and costs of investigations, litigation, settlement, judgment, interest, and penalty), arising from or in connection with any of the following:

1. Any claim, demand, action, citation, or legal proceeding against the MWA, its employees and agents arising out of or resulting from: a) the product provided; or b) performance of the work, duties, responsibilities, actions, or omissions of the Contractor or any of its subcontractors under this Contract;
2. Any claim, demand, action, citation, or legal proceeding against the MWA, its employees and agents arising out of or resulting from a breach by the Contractor of any representation or warranty made by the Contractor in this Contract;
3. Any claim, demand, action, citation, or legal proceeding against the MWA, its employees and agents arising out of or related to occurrences that the Contractor is required to insure against as provided for in this Contract;

4. Any claim, demand, action, citation, or legal proceeding against the MWA, 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 Contractor, by any of its subcontractors, by anyone directly or indirectly employed by the Contractor, or by anyone for whose acts the Contractor may be held 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 intentional wrongful conduct of the Contractor;
5. Any claim, demand, action, citation, or legal proceeding against the MWA, its employees and agents which result from an act or omission of the Contractor or any of its subcontractors in its capacity as an employer of a person; and
6. Any claim, demand, action, citation, or legal proceeding against the MWA, its employees and agents incurred in connection with any action or proceeding threatened or brought against the MWA 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 Contractor 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 or foreign patent, copyright, trade secret, or other proprietary right of any person or entity, which right is enforceable under the laws of the United States.

In addition, should the equipment, software, commodity, or service, or the operation thereof, become, or in the Contractor's opinion be likely to become, the subject of a claim of infringement, the Contractor shall at the Contractor's sole expense: a) procure for the MWA the right to continue using the equipment, software, commodity, or service or, if such option is not reasonably available to the Contractor; b) 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 Contractor; c) accept its return by the MWA with appropriate credit to the MWA against the Contractor's charges and reimburse the MWA for any losses or costs incurred as a consequence of the MWA ceasing its use and returning it.

In any and all claims against this MWA, or any of its agents or employees, by any employee of the Contractor 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 Contractor under worker's disability compensation acts, disability benefits acts, or other employee benefits acts.

This indemnification clause is intended to be comprehensive. Any overlap in subclauses, or the fact that greater specificity is provided as to some categories of risk, is not intended to limit the scope of the indemnification under any other subclause.

Independent Contractor

No provision of this Contract or act of the MWA in performance of the Contract shall be construed as making the Contractor, the agent, servant, or employee of the MWA, TIA, or the Federal Government. Employees of the Contractor are subject to the exclusive control and supervision of the Contractor.

Lobbying

No funds received under this Contract shall be used for lobbying activities.

Patent Indemnity

The Contractor shall indemnify the contracting agency and its officers, agents, and employees against liability, including costs, for infringement of any United States patent (except a patent issued upon an application that is now or may hereafter be withheld from issue pursuant to a Secrecy Order under 35 U.S.C. 181) arising out of manufacture or delivery of supplies, the performance of services, or the construction, alteration, modification, or repair of real property (hereinafter referred to as "construction work") under this contract, or out of the use or disposal by or for the account of the contracting agency of such supplies or construction work.

This indemnity shall not apply unless the Contractor has been informed as soon as practicable by the contracting agency of the suit or action alleging such infringement and shall have been given such opportunity as is afforded by applicable laws, rules, or regulations to participate in its defense.

Further, this indemnity shall not apply to: 1) an infringement resulting from compliance with specific written instructions of the contracting officer directing a change in the supplies to be delivered, or in the materials or equipment to be used, or directing a manner of performance of the Contract not normally used by the Contractor; 2) an infringement resulting from an addition to or change in supplies or components furnished or construction work performed that was made subsequent to delivery or performance; or 3) a claimed infringement that is unreasonably settled without the consent of the Contractor, unless required by final decree of a court of competent jurisdiction.

Payments and Repayments

The Contractor agrees that payments are predicated upon properly documented proof of performance delivered by the Contractor in accordance with the terms of this Contract and shall be paid in accordance with the Budget, attached hereto and made a part of this Contract. The Contractor agrees to submit such proof for reimbursement within 30 calendar days from the date reimbursement is requested.

Further, Contractor understands that reimbursement requests may not be honored unless corresponding participant data has been provided to the MWA.

All payments under this Contract are subject to audit. Accordingly, the Contractor shall assume liability for repayment of funds disbursed where such disbursement is subsequently determined to be disallowed by the MWA, TIA, the USDOL, or the authorized representatives of these named bodies.

Repayment of such funds shall occur within 30 calendar days after notification of any disallowance unless a written alternative schedule for repayment has been approved by the MWA. The MWA reserves the right to withhold funds to recoup disallowance. All funds unearned and unexpended in the performance of this Contract revert to the MWA.

Political Activity

No program or activities conducted under this Contract shall involve political activity or lobbying.

Prevention of Fraud and Program Abuse

To insure the integrity of the TIA 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, which encompasses improper conduct, which may or may not be fraudulent in nature.

While the TIA law and regulations are specific, possible problem areas could include the following: conflict of interest, kickbacks, co-mingling of funds, charging fees to participants or employers, nepotism, child labor, political patronage, political activities, sectarian activities, unionization, and anti-unionization activities/work stoppages and maintenance of effort. Contractors which are found to violate the abuse standards will not be funded.

Contractors are required to report immediately any violations in these areas or in problem areas, which may later be defined.
Any acts of fraud or abuse discovered, after a Contract award may be grounds for termination.

In providing services under this Contract, the Contractor shall not assist, promote, or deter union organizing. The Contractor shall not place participants at any subsidized or unsubsidized work site which is involved in a strike or lockout.

Procurement

All procurements utilizing funds received from the TIA must comply with applicable OMB Circulars, TIA and MWA guidelines. The Contractor will conduct all procurement in a manner, which provides full and open competition to the extent required by the grant or funding source Contract.

In addition, the Contractor shall document price reasonableness through a written cost or price analysis as required by the grant, contract or other funding source.

Religious Prohibitions

Use of funds for religion is prohibited. The Contractor is prohibited from using funds received from this Contract for any of the following:

1. Religious worship, instruction, or proselytization;
2. Equipment or supplies to be used for any of the activities specified;
3. Construction, remodeling, repair, operation, or maintenance of any facility or part of a facility to be used for any of the activities; or

4. An activity of a school or department of divinity. As used in this section, school or department of divinity, means an institution or a component of an institution whose program is specifically for the education of students to:
 - a. Prepare them to enter into a religious vocation; or
 - b. Prepare them to teach theological subject matters.

The Contractor may place participants at sites that involve nonsectarian activities, only if, participants are placed at sites with faith-based or political organizations, participation must be voluntary on the part of the participants and the work activity must be nonsectarian and nonpartisan in nature.

Community Service sites must provide reasonable work conditions and must not be in violation of applicable federal, state or local health and safety standards.

Sectarian Activities

The Contractor agrees that all activities shall be non-sectarian and shall not involve construction, operation, or maintenance of any facility used or to be used for sectarian instruction and/or religious worship.

Severability

All parties agree that if any provision of this Contract is determined invalid or unenforceable, such determination shall not affect any or all of the other terms and provisions of this Contract which shall continue in full force and effect.

Termination Procedures

The Contractor acknowledges that this Contract may be terminated under the following circumstances:

1. Either party may request termination for convenience by providing the other with not less than 30 calendar days written notice prior to the effective date of such termination; and
2. The MWA may terminate the Contract for cause when it determines that the Contractor has failed to deliver any of the contracted services or failed to comply with any provisions of the Contract or any law or regulation applicable to the Contract.

The MWA shall provide written notice to the Contractor of the termination for cause and shall specify the reason and effective date.

In the event the MWA elects to terminate this Contract and if, at the time of such termination, the Contractor is not in material breach of its obligations hereunder, the Contractor may request payment from the MWA for any earned, allowable expenses which the Contractor may reasonably have incurred up to such date in reliance on the full terms of this Contract. The MWA shall give such request consideration but shall not be required to honor such request should funds not be available. All written notice referred to in this section shall be made by certified mail, return receipt requested.

Unfair Labor Practices

Pursuant to 1980 Public Act 278, as amended, MCL 423.231, et seq, the MWA shall not award a contract or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice complied pursuant to Section 2 of the Act. A Contractor of the MWA, in relation to the contract, shall not enter into an agreement with a subcontractor, manufacturer, or supplier whose name appears in this register. Pursuant to Section 4 of 1980 Public Act 278, MCL 423.324, the MWA may void any contract if subsequent to award of the contract, the name of the Contractor any employer or the name of the subcontractor, manufacturer or supplier of the Contract appears in the register. The Contract certifies that neither it nor its principals are presently on the register of employers failing to correct an unfair labor practice.

Unusual Circumstances Affecting Performances

In the event the Contractor cannot meet any of the obligations placed upon it by the terms of this Contract, the Contractor shall immediately notify the MWA in writing.

The MWA shall make reasonable efforts to provide technical assistance upon Contractor's request, but such efforts by the MWA shall not release the Contractor from any of its contractual obligations under this Contract.

Whistle Blower Protection

The Contractor certifies that it will or will continue to ensure protection available and the right to take legal action under the Michigan Whistle Blowers' Protection Act (MWBPA). Section 2 of the MWBPA, 1980 PA 469, MCL 15.362; MSA 349.24 provides that:

An employer shall not discharge, threaten, or otherwise discriminate against an employee regarding the employee's compensation, terms, conditions, location, or privileges of employment because the employee, or a person acting on behalf of the employee, reports or is about to report, verbally or in writing, a violation or a suspect violation of a law or regulation or rule promulgated pursuant to a law of this state, a political subdivision of this state, or the United States to a public body, unless the employee knows that the report is false, or because an employee is requested by a public body to participate in an investigation, hearing, or inquiry held by that public body, or a court action.

Pursuant to Section 3 and 4 of the act, an employee claiming a violation of the act is authorized to bring a civil action and may, if successful, obtain damages, including payment of back wages, reinstatement of fringe benefits and seniority rights, and payment of attorney and witness fees.

However, while the MWBPA does protect employees who report or are about to report suspected violations of law from direct reprisals, a violation of the act occurs only if and when an employer takes some action to threaten, discharge, or otherwise penalize an employee for making a report covered by the act.

Also, Section 73.735-1303 of the U.S. Department of Health and Human Services regulations prohibits any reprisals or discriminations against any individual who files a complaint.

Whole Agreement

The Contract embodies the complete Contract between the parties hereto, supersedes any and all oral and written, previous and contemporary Contracts between the parties and relating to matters herein and except as otherwise provided herein, cannot be modified without written agreement of the parties.

Attachment A
Certificate of Independent Price/Cost Determination

NOTE: This certificate must be signed and returned in the proposal package.

- A. By submission of this proposal, each offeror certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, that in connection with this procurement action:
1. The prices in this proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting completion, as to any matter relating to such prices with any other offeror or with any competitor;
 2. Unless otherwise required by law, the prices which have been quoted in this proposal have not knowingly been disclosed by the offeror prior to award, directly or indirectly to any other offeror or to any competitor; and
 3. No attempt has been made or will be made by the offeror to include any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
- B. Each person signing this proposal certifies that:
1. She or he is the person in the offeror's organization responsible for the decision as to the prices being offered herein and that she or he has not participate, and will not participate, in any action contrary to A.1 through A.3 above; or
 2. She or he is not the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein but she or he has been authorized for such decision in certifying that such persons have not participated, and shall not participate, in any action contrary to A.1 through A.3 above, and as their agent does not hereby so certify; and she or he has not participated, and shall not participate, in any action contrary to A.1 through A.3 above.
- C. This certification is not applicable to a foreign offeror submitted proposal for a contract, which requires performance or delivery outside the United States, its possession, or Puerto Rico.
- D. A proposal shall not be considered for award where A.1, A.3 or B. above has been deleted or modified. Where A.2 above has been deleted or modified, the proposal shall not be considered for award unless the offeror furnishes with the proposal a signed statement which sets forth in detail the circumstances of the disclosure and the head of the agency, or his or her designee, determines that such disclosure was not made for the purpose of restricting completion.

Authorized Signatory Official

Date

Typed Name of Authorized Official

Attachment B
Conflict of Interest Statement

By my signature I certify to the following statements:

No employee of Michigan Works! Agency or member of the Workforce Development Board, or Board of Directors has any direct interest, financial or otherwise, in this organization.

☐ Correct

☐ Incorrect

No officer of any government, government agency has any direct interest, financial or otherwise, in this organization.

☐ Correct

☐ Incorrect

*If incorrect was marked, you must list the person or persons which have an interest, financial or otherwise with the organization. Their relationship with the organization must also be listed.

Name_____

Relationship_____

Organization's Name_____

Date_____

Signature_____

Attachment C
Certification
Acceptance of the Conditions of the
Request for Proposal

The _____
(Name of agency submitting proposal)

does hereby accept all the terms and conditions of the Request for Proposal enclosed therein. The Proposer also certifies that the information in this Proposal is correct to the best of his/her knowledge and belief, that the filing of this Proposal has been fully authorized. All communications relative to this Proposal shall be transmitted to the person named in this certification unless written assignment is made by the person named below.

The following signatory is authorized to sign as agent for the above-mentioned agency.

Signed _____

Typed Name and Signature _____

Date of Signature _____

Attachment D
Certification Regarding
Debarment and Suspension

This certification is required by the regulations implementing Executive Order 12549 and 12689, 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).

1. The prospective recipient (i.e., Contractor) of Federal assistance funds certifies 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 (i.e., Contractor) 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 Contract.

Name and Title of Authorized Representative

Signature

Date

Attachment E
Certification Regarding Lobbying
Certification for Contracts, Grants, Loans, and Cooperative Agreement

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 any 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 subawards at all tiers (including subcontract, subgrant, and contracts under grants, loans, and cooperative agreements) and that all *subrecipients 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.

<hr/>	<hr/>
Grantee	Organization Program/Title
<hr/>	
Name of Certifying	Official Signature Date

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