

REQUEST FOR PROPOSALS

GREAT LAKES BAY MICHIGAN WORKS!

OCTOBER 1, 2026– SEPTEMBER 30, 2029

**WAGNER-PEYSER SERVICES,
GENERAL PUBLIC, WORKFORCE
INNOVATION AND OPPORTUNITY
ACT BASIC CAREER SERVICES,
AND TRADE ACT SERVICES
FOR SAGINAW, MIDLAND AND BAY
COUNTIES**

APRIL 3, 2026

BACKGROUND INFORMATION:

Great Lakes Bay Michigan Works! (GLBMW) is seeking program Service Providers who are capable, creative, and enthusiastic to join us in the ongoing planning, evolution, and implementation of a demand driven workforce investment system to meet the needs of local employers.

This RFP seeks a Service Provider to provide Wagner-Peyser Services, Workforce Innovation and Opportunity Act (WIOA) Basic Career Services, and TRADE ACT Services. **Only public, merit staffed organizations as defined by the U.S. Department of Labor are eligible to submit proposals in response to this RFP.**

Services shall be delivered out of GLBMW facilities at the following locations or other locations required by GLBMW:

In Saginaw County:

- 312 E Genessee St., Saginaw Michigan

In Bay County:

- North Pointe Plaza, 4061 N. Euclid, Bay City, Michigan

In Midland County:

- Midland Towne Center, 1409 Washington, Midland, Michigan

The successful bidder's responsibilities shall include, but not necessarily be limited to:

- Employ and provide adequate supervision of Michigan Works! program staff to ensure that standards and performance measures are exceeded.
- Implement program designs and procedures required by GLBMW as they may change during the course of the contract.
- Work cooperatively with GLBMW in developing program designs and procedures.
- Work cooperatively with other GLBMW contractors in the Service Centers and Satellite Centers to ensure the maintenance of standard business hours on a weekly basis and the ability to operate outside of "normal" business hours as required by GLBMW.
- Cooperate and assist in developing a system evolving toward:
 - Service to greater numbers of individuals, with more "job openings filled".
 - More value added services in addition to training.
 - Training based on documented employer need.
 - Building relationships with program participants that facilitate post program follow-up and reporting of "job openings filled".
 - Operation in partnership with a team dedicated to business services including but not limited to greater follow-up services to help participants maintain employment.
- Manage separate budget amounts and reporting requirements for TRADE ACT training and training related payments.
- Exceed required performance measures.
- Use the Pure Michigan Talent Connect, and other data bases or reporting systems required by GLBMW.

Bidders must be willing to comply and capable of complying with the following draft contract language. (Contract language is subject to change prior to contract signature, at the discretion of GLBMW.) **Failure to agree to required contract language will be cause for cessation of contract negotiations, and may result in an award of the contract to the next highest scoring bidder.**

SECTION A
ASSURANCES AND CERTIFICATIONS

1. **Performance Period.**

All performance by **CONTRACTOR** shall occur within the contract period specified on the contract signature sheet. No reimbursement shall be made for any expenditure related to any activity that occurs before or after the contract period.

2. **Availability of Funds.**

CONTRACTOR acknowledges that all reimbursement under this Contract is contingent upon the availability of funds in the amount anticipated by **CONTRACTING AGENCY** in each cost category from the specific grant(s) funding this Contract. **CONTRACTING AGENCY** may at its sole discretion unilaterally rescind, terminate, or modify this Contract at any time due to the non-availability of the specified funds in the amount anticipated within each cost category.

CONTRACTING AGENCY shall provide **CONTRACTOR** with notice of a change in anticipated funding within a reasonable time from **CONTRACTING AGENCY**'s receipt of such notice if **CONTRACTING AGENCY** intends to take unilateral action.

CONTRACTOR agrees that all monies paid to it under this Contract shall be exclusively from the specific public grant(s) or contract(s), which provide funding for this Contract, and not from any other funds of **CONTRACTING AGENCY**.

3. **Indemnification and Hold Harmless.**

In exchange for **CONTRACTING AGENCY**'s agreement to enter into this Contract, **CONTRACTOR** shall, to the extent allowed by law, at its own expense protect, defend, indemnify, and hold harmless **CONTRACTING AGENCY**, the Great Lakes Bay Michigan Works Consortium, the Counties of Saginaw, Midland and Bay, Gratiot and Isabella, the Great Lakes Bay Michigan Works! Workforce Development Board, the State of Michigan, and the United States, and their officers, directors, members, employees, and agents (hereinafter to referred to collectively as the "indemnities"). Under this provision, **CONTRACTOR** shall, to the extent allowed by law, defend, indemnify, and hold harmless the indemnities from any and all liability, claims, damages, injuries, costs, and expenses, including, but not limited to all costs for administrative proceedings, court costs and attorney's fees that the indemnities incur as a result of any activities or omissions of

CONTRACTOR, its subcontractors, or their officers, directors, employees, agents, or job seekers. **CONTRACTOR** shall submit prompt notice to **CONTRACTING AGENCY** of any action brought against **CONTRACTOR**, concerning this Contract or the services under this Contract.

Also in exchange for **CONTRACTING AGENCY's** agreement to enter into this Contract, **CONTRACTOR** agrees to make, out of non-government grant or non-public contract funds, full and prompt repayment to **CONTRACTING AGENCY** concerning any reimbursement to **CONTRACTOR** subsequently determined by **CONTRACTING AGENCY**, the State of Michigan, the United States, or any of their authorized representatives to be in any way unallowable, improper, or not earned by **CONTRACTOR**. **CONTRACTING AGENCY** has the right to withhold payments under this Contract or other contracts between the two parties to recoup prior disallowed, improper or unearned reimbursement.

4. **Independent Contractor**

This Contract does not change the independent status of **CONTRACTOR**. No provision of this Contract or act of either party shall be construed as making **CONTRACTOR** an agent, servant or employee of **CONTRACTING AGENCY**. Subcontractors of **CONTRACTOR** are not subcontractors, agents, servants or employees of **CONTRACTING AGENCY**. Likewise, employees of **CONTRACTOR** or its subcontractors are not agents, servants, or employees of **CONTRACTING AGENCY**. Except as otherwise specified in this Contract, **CONTRACTOR's** employees are subject to the exclusive control and supervision of **CONTRACTOR**. **CONTRACTOR** is solely responsible for employee payrolls, and any and all related taxes and claims. **CONTRACTING AGENCY** shall not be liable to **CONTRACTOR** or to any of its employees for any benefits or coverage as provided by the workers disability compensation laws of the State of Michigan.

CONTRACTING AGENCY has the right to insure that the **CONTRACTOR's** performance complies with all relevant laws, regulations, guidelines, workforce investment plans, and contract provisions.

5. **Compliance with the Law and Directives.**

CONTRACTOR will conduct its activities under this Contract in accordance with the specific funding source enabling act, and all related federal, state or local laws, regulations, rules, directives, guidelines, ordinances, grant source policy issuances, grant source contract provisions, grant source contractor notebooks and local workforce investment plans, in effect or promulgated during the term of this Contract. **CONTRACTING AGENCY** shall make applicable grant source policy issuances, grant source contracts, grant source notebooks, and local workforce investment plans available for review by **CONTRACTOR** during reasonable business hours.

In the event any provision contained in this Contract should conflict with either the specific funding source enabling act, or any related regulations, rules, or guidelines, the enabling act and the regulations, rules and guidelines shall control.

6. Civil Rights Laws and Practices.

CONTRACTOR expressly agrees that it will not unlawfully discriminate in providing services under this Contract on the basis of race, color, sex, religion, national origin, height, weight, age, arrest record, political affiliation or belief, marital status, disability, or status as a job seeker.

In carrying out the terms of this Contract, the **CONTRACTOR** shall adhere to all applicable federal, state and local laws and regulations prohibiting discrimination. The **CONTRACTOR**, as required by law, shall not discriminate against an employee or applicant of employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, or marital status. Breach of this covenant shall be regarded as a material breach of this Contract.

As a condition of contract award and payment, **CONTRACTOR** assures, with respect to operation of this program or activity, that it will comply fully with the nondiscrimination and equal opportunity provisions of the various funding source enabling acts; all applicable titles of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; Title IX of the Education Amendments of 1972, as amended; the Americans with Disabilities Act of 1990 as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR part 37. The United States, the State of Michigan, and **CONTRACTING AGENCY** have the right to seek judicial enforcement of this assurance.

CONTRACTOR shall post in conspicuous places accessible to employees, applicants for employment, individual persons seeking or receiving employment or other Michigan Works! services (here after referred to as "job seekers"), and applicants for participation, written notices of nondiscrimination policies required by the grant-funding source. Likewise, in all solicitations, recruitment materials, brochures, publications and other materials made available to the public, **CONTRACTOR** shall state that it is an equal opportunity employer/program and that auxiliary aids and services are available upon request to individuals with disabilities. Where the materials indicate that **CONTRACTOR** may be reached by telephone, the materials shall state the telephone number of the TTY or the relay service used by **CONTRACTOR**.

7. Labor Organizations.

Prior to placing any job seeker into any subsidized work or training position covered by a collective bargaining agreement, **CONTRACTOR** shall obtain the written concurrence of the labor organization that represents the bargaining unit. **CONTRACTOR** shall not assist, promote, or deter union organizing. **CONTRACTOR** shall make no referrals that would aid directly or indirectly in filling a job:

- That is vacant because the former occupant is on strike or is being locked out in the course of a labor dispute;
- The filling of which is an issue in a labor dispute;

- That involves picketing an employer's establishment; or
- That violates employment-related laws.

8. **General Obligations Regarding Job seekers.**

With the exception of services in which **CONTRACTOR** is mandated to serve the general public or all job seekers referred from another agency, **CONTRACTOR** shall be responsible for selection of job seeker participants to be served in specific grant services. When selecting job seekers for grant specific services, **CONTRACTOR** shall assure that all participants meet all State of Michigan, federal government, and **CONTRACTING AGENCY** eligibility and suitability requirements.

Neither **CONTRACTING AGENCY's** verification of eligibility or suitability nor its referral of any prospective job seeker shall relieve **CONTRACTOR** of its responsibilities for selection of participants and eligibility/suitability determination, or its responsibilities under Section A, Subsection 3 of this Contract.

CONTRACTOR will provide all goods and services covered by this Contract while always keeping in mind the best interests of the job seekers.

No job seeker shall be placed into subsidized employment or training involving construction, operation, or maintenance, of that part of any facility which is used or to be used for sectarian instruction or religious worship.

No job seeker shall be placed into subsidized employment or training involving political activity or lobbying.

No job seeker shall be charged a fee or required to pay for enrollment, training, employment, or any other service or goods provided under this Contract.

CONTRACTOR shall maintain the confidentiality of all job seekers and applicants for participation. It shall release information regarding job seekers and applicants only to **CONTRACTING AGENCY**, to a Michigan Works! partner agency to the extent required for service to that individual, or to an agency conducting an audit, monitoring visit or investigation under Section A, Subsection 9 of this Contract. Otherwise, **CONTRACTOR** shall release such information only when ordered by a Court with proper jurisdiction, or when expressly authorized in writing and signed by the individual job seeker. When the job seeker is a minor, the authorization must contain the signature of a parent or guardian.

CONTRACTOR shall comply with all federal, state, local and **CONTRACTING AGENCY** requirements and procedures regarding the following issues for training sites and subsidized work sites used under this Contract:

- Health and safety;
- Adequate work assignments and supervision;
- Adequate written agreements;

- Documentation of payment of wages and attendance;
- Access to relevant training and work site records;
- Displacement of regular workers;
- Sign off by labor organizations; and
- Monitoring and corrective action.

CONTRACTOR shall monitor and assure corrective action regarding all activities under this Contract as required by **CONTRACTING AGENCY**.

9. **Financial Management, Record Keeping, Reports, Monitoring and Audit.**

CONTRACTOR's accounting procedures and internal financial controls shall conform to generally accepted accounting principles so that all aspects of this agreement can be readily monitored and audited per the federal Single Audit Act of 1984 as amended, if applicable, and 2 CFR Part 200, if applicable, along with applicable funding source enabling act provisions and regulations, and state Policy Issuances. **CONTRACTOR's** procedures must include a written cost allocation procedure that allows **CONTRACTOR** to accurately charge costs to the appropriate funding source and the cost categories within each funding source. In addition, the financial system must be sufficient to:

- a. provide complete and accurate information pertaining to subgrant and subcontract awards, obligations, unobligated balances, assets, liabilities, expenditures, receipts, and program income;
- b. provide effective internal controls to safeguard assets and assure their proper use;
- c. provide a comparison of actual expenditures with budgeted amounts for each subgrant and subcontract;
- d. provide source documentation to support accounting records;
- e. allow for proper charging of costs and cost allocation;
- f. permit preparation of reports required by **CONTRACTING AGENCY**;
- g. permit the tracing of funds to a level of expenditure adequate to establish that funds have not been used in violation of applicable grant or funding source requirements;
- h. permit the tracking of profit, program income and potential stand-in costs;
 1. Stand-in costs shall be reported by **CONTRACTOR** to **CONTRACTING AGENCY** on a monthly basis.
 2. Stand-in costs must: (1) be reported by the **CONTRACTOR** as uncharged program costs under the same program title and program year as the disallowed cost, (2) be allowable, actually incurred, accounted for in **CONTRACTOR's** accounting system, adequately documented, necessary and reasonable, (3) be incurred in compliance with the specific program regulations and contractual provisions.

- i. demonstrate compliance with requirements for matching funds and services, if any.

CONTRACTOR agrees to cooperate with any monitoring, inspection, audit or investigation of activities related to this Contract, as may be conducted by **CONTRACTING AGENCY**, its funding source(s), the U.S. comptroller General or any of their duly authorized representatives. **CONTRACTOR** agrees to make available for examination any and all relevant information, writings, documents, and records, and shall permit those entities to audit, examine and make copies, excerpts, and transcripts, in whole or in part from the information, writings, documents, and records. **CONTRACTOR** shall allow **CONTRACTING AGENCY**, its funding source(s), or any of their duly authorized representatives, access to its personnel and job seekers for the purpose of interviews and discussions related to any monitoring, inspection, audit or investigation.

CONTRACTOR shall make and submit reports as required by **CONTRACTING AGENCY** within ten (10) calendar days of any request by **CONTRACTING AGENCY**, unless directed otherwise by this Contract or in writing by **CONTRACTING AGENCY**. Routine reports required by **CONTRACTING AGENCY** shall be submitted by **CONTRACTOR** within ten (10) calendar days of the report's effective date unless directed otherwise by this Contract or in writing by **CONTRACTING AGENCY**. If the tenth (10th) calendar day falls on a weekend or holiday, **CONTRACTOR** shall submit the report on or before the nearest prior business day.

In addition to any other penalty/remedy in this contract, failure by the **CONTRACTOR** to submit reports as required by **CONTRACTING AGENCY** within ten (10) calendar days to the **CONTRACTING AGENCY**, unless directed otherwise by this Contract or in writing by **CONTRACTING AGENCY**, shall result in \$100.00 of the **CONTRACTOR'S** central office budget to be deobligated per-day after ten (10) calendar days, per-funding source by **CONTRACTING AGENCY**.

CONTRACTOR shall, beyond the end date of this Contract, preserve and make available for examination and audit all information, writings, documents, and records pertinent to this Contract. This requirement shall remain in effect until **CONTRACTING AGENCY** notifies **CONTRACTOR** in writing that **CONTRACTOR** may dispose of the information, writings, documents, and records. The **CONTRACTING AGENCY** will not consider any requests by the **CONTRACTOR** to dispose of any information, writings, documents and records for at least seven (7) years. **CONTRACTOR** shall notify **CONTRACTING AGENCY** if it becomes impossible for **CONTRACTOR** to preserve and make available the information, writings, documents, and records because of **CONTRACTOR's** pending dissolution, relocation, insolvency, or bankruptcy. In that event, the information, writings, documents and records, that **CONTRACTING AGENCY** does not grant permission to destroy, shall become the property of **CONTRACTING AGENCY**, and **CONTRACTOR** shall cooperate in the transfer of the information, writings, documents, and records to any facility selected by **CONTRACTING AGENCY**.

CONTRACTOR shall procure and submit an annual audit of its activities and expenditures under this Contract as required by **CONTRACTING AGENCY's** grant funding sources. Pursuant to Section A, Subsection 3 of this Contract, **CONTRACTOR** shall have sole liability for the repayment of any disallowed costs disclosed by its audit.

Unless prohibited by the funding source enabling act, its regulations, or other law, audit costs required by this Subsection can be charged to this Contract in an amount no greater than the ratio of all expenditures under this Contract to **CONTRACTOR's** total, federal and non-federal expenditures. A greater percentage can be charged to this Contract only if **CONTRACTOR** can demonstrate to **CONTRACTING AGENCY's** satisfaction that the cost of auditing this program was higher. Costs for audits not required by this Contract cannot be charged to this Contract.

10. **Fraud and Abuse.**

CONTRACTOR shall establish, maintain and utilize internal management and self-monitoring procedures sufficient to prevent fraud and other program abuses.

It is expressly understood and agreed that **CONTRACTOR** shall notify the **CONTRACTING AGENCY** in writing within one (1) business day in the event **CONTRACTOR** learns, at any time, that allegations have been made that the **CONTRACTOR**, its officers or employees, or their present or former job seekers in programs operated by the **CONTRACTOR** are guilty of fraud or abuse with regard to use of funds or operation of programs, or when **CONTRACTOR** becomes aware of suspicions of fraud or abuse by those individuals or by the **CONTRACTOR**. The one (1) business day deadline for providing notice shall commence on the date when **CONTRACTOR** learned of the suspicions or allegations. Breach of this paragraph shall be a material breach of this Contract and grounds for termination of this Contract by **CONTRACTING AGENCY**.

11. **Conflict of Interest.**

CONTRACTOR acknowledges and agrees that to the best of its knowledge neither it nor any of its employees, directors, officers, agents, or subcontractors has or shall obtain an interest, direct or indirect, which could conflict or appear to conflict in any manner or degree with any performance or service rendered under this Contract. **CONTRACTOR** further covenants that in the performance of this Contract, no person or subcontractor having such interest shall be employed.

CONTRACTOR shall establish, maintain and utilize written conflict of interest policies and procedures sufficient to prevent actual conflict of interest and the appearance of conflict of interest. At a minimum, these procedures shall be designed to:

- a. Assure compliance with this Section A-11;
- b. Prohibit and prevent **CONTRACTOR** and its officers, directors, agents, employees, or subcontractors from having or obtaining any interest, direct or indirect, which could conflict or appear to conflict in any manner or degree with any performance or service rendered under this Contract;
- c. Prohibit and prevent **CONTRACTOR's** officers, directors, agents, employees, or subcontractors from using their position for a purpose that might appear to be motivated by desire for private gain for themselves or other individuals or organizations with whom they have family, business or other ties, whether such ties

are current or prospective;

- d. Prohibit and prevent **CONTRACTOR** and its officers, directors, employees, agents, and subcontractors from offering any gratuity, favor, or anything of monetary value to any officer, director, employee, or agent of **CONTRACTING AGENCY**; or from accepting any gratuity, favor, or anything of monetary value from any of **CONTRACTOR**'s actual or pending participants, subcontractors, or vendors;
- e. If **CONTRACTOR** is also a potential off-site training site for participants, **CONTRACTOR**'s procedures shall also include provisions to avoid actual or perceived conflict of interest or undue favoritism in the referral of individuals to itself for off-site training. At a minimum these procedures must include requirements that:
 - **CONTRACTOR** provides individuals with information regarding all available relevant training without bias for or against any institution.
 - **CONTRACTOR** allows individuals to make the choice as to which institution to attend.
 - **CONTRACTOR** documents compliance with the above two provisions, and submits the documentation to **CONTRACTING AGENCY** as it requests.
 - **CONTRACTOR** creates no undue expectations or obligations in other service providers or partner agencies for referrals to **CONTRACTOR**'s off-site training.
 - **CONTRACTOR** submits a written report to **CONTRACTING AGENCY** every month detailing all of **CONTRACTOR**'s off-site training referrals and the institutions and programs to which they were referred. The report shall include a compilation of all referrals to each institution.
 - **CONTRACTOR** consults with **CONTRACTING AGENCY** in developing its procedures and provides it with a copy once they are developed;
- f. Prohibit and prevent **CONTRACTOR** from acting as a subsidized work site for any participant unless approved in writing by **CONTRACTING AGENCY**.
- g. Prohibit and prevent **CONTRACTOR** from hiring any participant for a temporary employment assignment unless approved in writing by **CONTRACTING AGENCY**.
- h. Unless approved in writing by **CONTRACTING AGENCY**:
 - Prohibit and prevent **CONTRACTOR** from transferring, promoting, or demoting an employee working under this Contract to a position that it is not covered by this Contract; and
 - Prohibit and prevent **CONTRACTOR** from hiring an individual who left or was terminated from a position covered by this Contract into a position not covered by this Contract if that individual will commence the new job with **CONTRACTOR** before one year has elapsed from the date that the individual left or was terminated from the former position.
- i. Assure the timely discovery of any violations of this Section A-11, including all of

its subsections; and

- j. Establish appropriate remedies and corrective action for any violations.

Within one (1) business day of discovery, **CONTRACTOR** shall report in writing to **CONTRACTING AGENCY** all violations of this Section A-11, including all of its subsections. **CONTRACTOR** shall comply with any related corrective action or remedies required by **CONTRACTING AGENCY**.

12. **Nepotism.**

In operating this Contract, **CONTRACTOR** shall avoid even the slightest appearance of favoritism toward a job seeker or business customer who is a family member of a workforce development board member or an officer, director, member or employee in an administrative capacity of **CONTRACTOR**, or **CONTRACTING AGENCY**. **CONTRACTOR** shall not place a job seeker into subsidized employment or on-the-job training at an employer when a family member of the job seeker serves as an owner, partner, officer, director, board member, or employee in an administrative capacity for that employer.

For the purpose of this Section, “family member” is defined as a parent, stepparent, spouse, child, stepchild, sibling, stepsibling, half-sibling, grand-parent, grand-child, uncle, aunt, niece, nephew. A person in an “administrative capacity” is defined as someone who has broad administrative responsibility or influence such as an officer, director, board member, owner, partner, elected official, executive, manager, director, deputy director, unit chief, and a person who has decision making authority regarding hiring, firing, and supervision of employees or job seekers at training and work sites.

13. **Religious and Sectarian Activity.**

No program or activities conducted under this Contract shall involve religious or sectarian activity. **CONTRACTOR** shall not deny services on the basis of faith or the job seeker’s decisions or behavior related to participation in faith-based activities or services. **CONTRACTOR** shall not use funds or services under this Contract to proselytize or promote any religion or religious/sectarian activity to the public or any individual.

14. **Political Activity/Lobbying.**

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

15. **Debarment and Suspension.**

If the maximum amount which can be earned by **CONTRACTOR** under this Contract is Twenty-five Thousand Dollars (\$25,000.00) or more, or this Contract is modified so that the maximum amount to be earned is increased to Twenty-five Thousand Dollars (\$25,000.00) or more, **CONTRACTOR** agrees to sign the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions" issued by the grant funding source. With its signature, **CONTRACTOR** certifies that it is not debarred, suspended, ineligible, or voluntarily excluded from participation in federal assistance programs in accordance with Executive Order No. 12549 AND Executive Order 12689. If applicable, the signed Certification is incorporated into this Contract as part of Attachment 1.

16. **Lobbying.**

If the maximum amount which can be earned by **CONTRACTOR** under this Contract is One Hundred Thousand Dollars (\$100,000.00) or more, or this Contract is modified so that the maximum amount to be earned is increased to One Hundred Thousand Dollars (\$100,000.00) or more, **CONTRACTOR** agrees to sign the "Certification Regarding Lobbying" issued by the grant funding source, and to complete, sign, and submit to **CONTRACTING AGENCY** a "Disclosure of Lobbying Activities" form issued by the grant funding source, for each lobbying activity. **CONTRACTOR** agrees that it shall not use funds provided under this Contract for lobbying purposes as defined in paragraph 1 of the "Certification Regarding Lobbying". If applicable, the signed Certification is incorporated into this Contract as part of Attachment 1.

17. **Reimbursement.**

Subject to the conditions set forth in this Contract and in consideration for **CONTRACTOR's** full and satisfactory performance of all provisions of this Contract, **CONTRACTING AGENCY** shall reimburse **CONTRACTOR's** allowable expenditures according to the procedures set forth in Section C. **CONTRACTING AGENCY** shall not be required to reimburse **CONTRACTOR** for any actions or omissions in violation or breach of any laws, regulations, guidelines, rules, workforce investment plans, grant source contracts or provisions of this Contract.

Reimbursement is conditioned upon properly documented proofs of performance and expenditures delivered by the **CONTRACTOR** in accordance with the terms of this Contract as detailed in Section C. **CONTRACTOR** understands and agrees, however, that regardless of documentation submitted, **CONTRACTOR** is entitled to reimbursement only if it is in full compliance with every provision of this Contract, and only if its performance is satisfactory in both quality and quantity.

CONTRACTOR further agrees that documentation deemed sufficient to generate reimbursement under this Contract is subject to monitoring and verification. The development and use of performance or expenditure certification forms as referenced in Section C in no way limits the responsibility of the **CONTRACTOR** to prepare and maintain complete and accurate records of training, payments, and program expenditures. Pursuant to Section A, Subsection 3, **CONTRACTOR** shall refund to **CONTRACTING AGENCY** any and all reimbursement, which cannot be justified through subsequent monitoring or audit.

If **CONTRACTOR** fails to submit to **CONTRACTING AGENCY** any accurate and complete report, documentation, including performance attainments or request for reimbursement in a timely manner as defined in this Contract, **CONTRACTING AGENCY** may at its option and in its discretion withhold any and all reimbursement. **CONTRACTOR** agrees that **CONTRACTING AGENCY** may withhold reimbursement under this Contract until it receives any reports or information, including audit reports, which are delinquent and owing from other contracts between the parties.

18. **Additional Funding/Services.**

CONTRACTOR warrants and assures that the services provided under this Contract are in addition to those that would be available from **CONTRACTOR** absent funding from **CONTRACTING AGENCY**. **CONTRACTOR** shall not apply for funding from other sources to supplement its services under this Contract without the written approval of **CONTRACTING AGENCY**. **CONTRACTOR** shall not provide any services out of a Michigan Works! Service Center or Satellite Center, or any services under the name of Michigan Works!, except for those funded under this Contract or another contract with **CONTRACTING AGENCY** without the written approval of **CONTRACTING AGENCY**.

Funding for the services under this Contract received from a source other than this Contract shall be used to offset any amount owed or paid under this Contract. **CONTRACTOR** shall immediately notify **CONTRACTING AGENCY** of its receipt or pending receipt of such additional funds.

19. **Insurance and Bonding.**

Unless expressly waived in a writing signed by the Director of **CONTRACTING AGENCY**, **CONTRACTOR** shall not commence work under this Contract until all insurance and certificates of proofs required by **CONTRACTING AGENCY** have been furnished to and approved by **CONTRACTING AGENCY**. Likewise, **CONTRACTOR** shall not allow any subcontractor to commence work until all similar insurance and proofs required of **CONTRACTOR** have been obtained by the subcontractor, and submitted to and approved by **CONTRACTING AGENCY**. All required insurance must be "occurrence" policies, and must be maintained throughout the effective dates of the Contract. No insurance requirements or approvals by **CONTRACTING AGENCY** shall relieve or decrease the liability or responsibilities of the **CONTRACTOR** under this Contract. The required insurance is set forth as follows:

- a. Errors and Omissions insurance - \$1,000,000.00 per occurrence and \$1,000,000.00 aggregate.
- b. Comprehensive Business Liability coverage, including but not limited to products liability and completed operations, personal injury, property damage, operation of automobiles, contractual coverage, and independent contractors coverage - \$1,000,000.00 per person, and \$1,000,000.00 aggregate.
- c. Comprehensive Automobile Liability Insurance, including but not limited to non-owned coverage -\$1,000,000.00 per person, \$1,000,000.00 each accident; and \$500,000.00

property damage each accident.

- d. Workers Disability Compensation Insurance conforming to the Michigan Workers Disability Compensation Act for all employees. **CONTRACTOR** shall secure proof of and retain in its records as defined under Section A.9 of this agreement Workers Disability Compensation Insurance conforming to the Michigan Workers Disability Compensation Act for job seekers to participate in an Employment Based Training sponsored by **CONTRACTOR** prior to the commencement of said training activity.
- e. Proof of On-site medical and accident insurance deemed adequate by **CONTRACTING AGENCY** for job seekers at work co-op sites, internship sites, or other work sites who are not covered under the Michigan Workers Disability Compensation Act. **CONTRACTOR** shall secure proof of and retain in its records as defined under Section A.9 of this agreement On-site medical and accident insurance deemed adequate by **CONTRACTING AGENCY** for job seekers participating in an Employment Based Training sponsored by **CONTRACTOR** prior to the commencement of said training activity. Income maintenance coverage is not required.

CONTRACTOR shall assure that its insurance companies and its subcontractor's insurance companies each furnish **CONTRACTING AGENCY** with a certificate of insurance with respect to each required policy, and the certificates shall provide that **CONTRACTING AGENCY** be given thirty (30) days written notice in the event of cancellation or non-renewal. For items a, b, and c, above, the certificates of insurance shall clearly identify **CONTRACTING AGENCY** as an "additional insured".

CONTRACTOR shall assure that all personnel are bonded if they approve contracts, negotiate contracts, monitor contracts, compile documentation upon which funds are transferred, handle funds or verify to the accuracy of documentation of performance or expenditures related to this Contract. **CONTRACTOR** shall maintain such bonding in an amount equal to the total amount that **CONTRACTOR** can receive under this Contract or \$100,000.00 whichever amount is smaller. Such bonding shall be maintained through acceptance of contract close out by **CONTRACTING AGENCY** and receipt of final reimbursement by **CONTRACTOR**. Unless waived in a writing signed by the Director of **CONTRACTING AGENCY**, **CONTRACTOR** shall furnish to **CONTRACTING AGENCY** prior to receipt of any funds under this Contract, a copy of the required bonding agreements issued by its insurance company.

20. **Subcontracting and Assignment.**

CONTRACTOR and its subcontractors shall not assign this Contract or any subcontract, any portion of this Contract or any subcontract, or any benefit or responsibility under this Contract or any subcontract.

CONTRACTOR shall not subcontract any of the services covered by this Contract without the express prior written approval of **CONTRACTING AGENCY** signed by its Director. Further subcontracting by subcontractors, including but not limited to on-the-job training, work experience work site agreements, and individualized tuition payment, is prohibited.

In its procurement of subcontractors, **CONTRACTOR** shall follow all grant funding source procurement rules, regulations and guidelines. **CONTRACTOR** shall maintain records relating to subcontractor procurement in sufficient detail to document the reasonableness and necessity of subcontract awards, and compliance with all procurement policies and procedures. If **CONTRACTING AGENCY** has approved a subcontractor through its approval of **CONTRACTOR**'s competitive proposal that identified and described the subcontract relationship, **CONTRACTOR** shall be deemed to have complied with the requirement that it competitively procure and receive prior approval for the subcontractor.

CONTRACTOR shall specify all subcontracted services and responsibilities in a written subcontract document that shall be signed by **CONTRACTOR** and its subcontractor. **CONTRACTOR** remains responsible and liable for all performance of all services set forth in this Contract and shall hold harmless, indemnify, protect and defend **CONTRACTING AGENCY**, pursuant to Section A, Subsection 3 of this Contract, from any actions or omissions of any subcontractor.

If the funding thresholds are met, **CONTRACTOR** shall require its subcontractors to sign the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tiered Covered Transactions form, and the Certification Regarding Lobbying form referenced in Section A, Subsections 15 and 16. Also, **CONTRACTOR** shall assure that its subcontractors comply with all applicable audit requirements, and **CONTRACTOR** shall receive, review, and resolve any questions relating to subcontractor audits. **CONTRACTOR** shall require the subcontractor to submit any required audit to **CONTRACTING AGENCY** on or before the date **CONTRACTOR** is required to submit its audit to **CONTRACTING AGENCY**.

CONTRACTOR shall monitor its subcontractors to assure that they comply with all relevant laws, regulations, rules, guidelines, workforce investment plans, state contracts, and provisions of this Contract and the subcontract. **CONTRACTOR** understands and agrees that **CONTRACTING AGENCY**, its funding source(s), and their authorized representatives have the right to audit, monitor, and investigate any subcontractors. Any subcontract, including but not limited to on-the-job training agreements, limited internships, and work experience work site agreements, shall contain provisions setting forth these rights to monitor, audit and investigate.

CONTRACTOR shall not subcontract, including on-the-job training and work experience work site agreements, with any person or entity that is debarred, suspended or is otherwise excluded or ineligible for participation in federal assistance programs under Executive Order 12549 and Executive Order 12689. **CONTRACTOR** shall not subcontract, including on-the-job training, and work experience work site agreements, with any person or entity listed on the register of employers who have been found in contempt of court by a federal Court of Appeals on not less than three occasions involving different violations during the preceding seven years for failure to correct an unfair labor practice; said register as compiled by the Michigan Department of Consumer and Industry Services pursuant to MCL 423.322.

The provisions of this Subsection shall not apply to employer on-the-job training or work experience work site agreements unless the specific provision states expressly that it applies to such agreements.

CONTRACTOR's entry into an unauthorized subcontract, or its failure or subcontractor's failure to comply with this Subsection when entering into or operating a subcontract shall give **CONTRACTING AGENCY** cause for termination of this Contract along with any other legal, equitable or contractual remedy.

If there is a change in fiscal agent for the **CONTRACTING AGENCY**, the new fiscal agent will assume all responsibilities as named fiscal agent under this agreement and be the successor in interest to the prior fiscal agent under this agreement.

21. **Copyrights and Patents.**

Any copyrightable material, including but limited to all interim, draft, and final reports and other documentation, including machine-readable materials produced by **CONTRACTOR** in connection with the work provided for under this Contract, shall be deemed to be works for hire and all rights including copyright and publication rights shall vest in the **CONTRACTING AGENCY** or its grant funding source. **CONTRACTOR** shall not publish the work or any of the results of the work without the prior written permission of **CONTRACTING AGENCY**.

CONTRACTOR shall promptly notify **CONTRACTING AGENCY** if it produces under this Contract any patentable item, process, procedure, discovery, invention, or other patentable thing. **CONTRACT AGENCY** shall then notify the grant-funding source. Unless there is an agreement between **CONTRACTING AGENCY** and the grant-funding source to the contrary, **CONTRACTING AGENCY** and **CONTRACTOR** shall be bound by the determination of the grant-funding source, under 2 CFR Part 200, or any applicable regulation, as to the allocation of the ownership and rights.

22. **Procurement and Property Management/Ownership.**

Regarding all property procured in whole or in part with funding under this Contract, **CONTRACTOR** shall comply with the procurement and property management/ownership policies and procedures of **CONTRACTING AGENCY**. Likewise, **CONTRACTOR** shall comply with all laws, regulations, guidelines and directives from the relevant funding source related to procurement and property management/ownership. **CONTRACTOR** shall conduct all procurements in a manner that provides full and open competition to the extent required by the relevant funding source. In addition, **CONTRACTOR** shall document cost/price reasonableness through a written cost or price analysis as required by the funding source. **CONTRACTOR's** property management procedures shall adhere to the applicable OMB Circular and/or other standards required by the grant funding source.

23. **Disputes.**

All disputes arising under this Contract between the parties or between **CONTRACTING AGENCY** and any subcontractor shall be decided exclusively under **CONTRACTING AGENCY's** program grievance procedure. Copies of the procedure shall be available to **CONTRACTOR**. Except as provided in any written contract close out instructions or written agreement between the parties, any dispute arising under this Contract between the parties or

between **CONTRACTING AGENCY** and any subcontractor can be raised within one year of the accrual of the dispute. However, the parties understand and agree that the relevant grant funding source may require a different time period for filing claims or grievances related to such things as discrimination claims, disallowed costs, or any other matter. The parties agree that any time period for filing a grievance or claim that is required by a grant funding source shall take precedence over the one year time period set forth in this Subsection. A claim or grievance is barred if it is not filed within a grant funding source required time period or the one year period set forth in this Subsection, whichever is applicable. Any final decision reached in the grievance procedure shall be final and binding on the parties to the dispute.

24. **Modifications.**

Except as otherwise provided in this Contract, any alterations, additions, or deletions to the terms of this agreement shall be by written modifications signed by both parties.

If a change in any federal or state law, regulation, rule, guideline or directive from the funding source requires a change to any provision of this Contract, **CONTRACTING AGENCY** may make unilateral modifications to conform to the changed requirements. If a unilateral modification of this type causes a substantial change in **CONTRACTOR's** costs of performance or in the time required for performance, **CONTRACTOR** shall so notify **CONTRACTING AGENCY** in writing within five (5) business days of its receipt of the unilateral modification. The parties shall then attempt to negotiate an equitable adjustment in the terms of this Contract. However, nothing in this Subsection shall excuse the **CONTRACTOR** from proceeding with performance under the Contract as unilaterally modified.

25. **Termination.**

Termination for Convenience: Both parties have the right to terminate this Contract without cause upon ninety (90)-calendar days written notice signed by a person with authority to bind the party in contract. After notice of termination, **CONTRACTOR** shall continue services as directed by **CONTRACTING AGENCY** through the effective date of termination, and shall cooperate with **CONTRACTING AGENCY** to assure a smooth transition.

Termination for Cause: Both parties have the right to terminate this Contract in whole or part, or to suspend funding if the other party breaches or fails to comply with any provision of this Contract, or fails to provide any service called for by this Contract. Termination for cause shall be effected by written notice signed by a person with authority to bind the party in contract. It shall take effect immediately if hand delivered, or three (3) business days after mailing.

Notice of Non-Renewal: This 1-year Contract is issued under this RFP for a 3-year period. If either the **CONTRACTOR** or **CONTRACTING AGENCY** wishes to not renew this Contract at the end of any year of the 3-year period, the **CONTRACTOR** or **CONTRACTING AGENCY** shall give at least ninety (90)-calendar days written notice signed by a person with authority to bind the party in contract. After notice of non-renewal, **CONTRACTOR** shall continue services as directed by **CONTRACTING AGENCY** through the effective date of termination, and shall cooperate with **CONTRACTING AGENCY** to assure a smooth transition.

26. **Other Stipulations.**

Additional Assurances and Certifications: CONTRACTOR shall comply with the additional assurances and certifications in Attachment 2 of this Contract.

Public Information/Communications: CONTRACTOR shall not cause or participate in any manner in the dissemination, broadcasting or publishing of any information regarding the operation or administration of activities under this Contract without the prior approval of CONTRACTING AGENCY. In its role under this Contract, CONTRACTOR shall not make any public statements, or engage in communications with the media, elected officials, funding source officials, the Michigan Works! Association, or other Michigan Works! Agencies, unless authorized in advance by CONTRACTING AGENCY. CONTRACTOR shall give credit to CONTRACTING AGENCY and the Michigan Department of Energy, Labor and Economic Growth, as its funding source in all oral presentations, written documents, publicity and advertisements regarding any activities under this Contract.

Contractor Anonymity: Under this Contract, CONTRACTOR and its staff shall work only under the name of Michigan Works! or Great Lakes Bay Michigan Works!, as directed by

CONTRACTING AGENCY. CONTRACTOR shall not use its services under this Contract to promote itself or its other programs. CONTRACTOR's names/identities/logos shall not be visible or apparent to the public in any Service/Satellite Center, or any letterhead, literature, handouts, publications, badges, signs, etc. Examples:

- Prohibited: Contractor A has a booth at the Business Expo under its own name, and the booth is staffed by Contractor staff funded under the Michigan Works! contract;
- Prohibited: Contractor B has a booth at the Business Expo under its own name, and Michigan Works! is mentioned in the display;
- Allowed: Contractor C reports to its board regarding its performance under a Michigan Works! contract;
- Allowed: Contractor D discusses its Great Lakes Bay Michigan Works! contract and performance in a proposal to a different Michigan Works! Agency or some other potential funding source;
- Allowed: Contractor E issues a newsletter with limited public dissemination under its own name discussing its various programs, and includes reference to its role in the Great Lakes Bay Michigan Works! System.

Additional Remedies for Breach: In addition to any other remedies set forth in this Contract, a party shall have all remedies allowed by law and equity if the other party should breach or violate any provisions of this Contract or fail to provide any services called for by this Contract.

Severability: The provisions of this agreement are severable and, if for any reason, a clause, sentence, word, paragraph, or other part of this agreement is determined to be invalid by the funding source or a court of competent jurisdiction, such invalidity shall not affect any other provision, clause, sentence, word, paragraph, or other part of this Contract which can be given effect without the invalid provisions.

Whole Agreement: This written instrument, including all references incorporated, embodies the entire agreement between the parties concerning the subject matter of this Contract. Accordingly, this written instrument, including all references incorporated, supersedes any and all, oral or written, prior or contemporary agreements between the parties relating to the subject matter of this Contract.

Legal Authority: **CONTRACTOR** assures that it possesses the legal authority to enter into this Contract. Further, **CONTRACTOR** assures that its governing body has authorized the person signing this Contract to enter into this agreement on its behalf, and bind it to the terms of this Contract.

Non-Waiver of Rights: The failure of **CONTRACTING AGENCY** to insist upon the performance of any term or provision of this Contract or to exercise any right conferred upon **CONTRACTING AGENCY** shall not be construed as a waiver or relinquishment to any extent of **CONTRACTING AGENCY's** right to assert or rely upon such term or right on any future occasion.

Venue: Should any legal or equitable action arise out of this Contract, venue shall lie in the County of Saginaw, State of Michigan.

Notice: Unless stated otherwise in this Contract, any provision of this Contract requiring any type of notice shall mean written notice, signed by a person with authority to bind the party in contract, and hand delivered or mailed by registered or certified mail, return receipt requested. Notice shall be effective upon receipt or upon refusal of receipt.

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SECTION B STATEMENT OF WORK

I. Introduction:

The parties understand that this Contract covers several grant programs under the Michigan Works! system. The specific grant programs contain terms and conditions that are subject to change during the term of the agreement, and the Michigan Works! System itself is evolving and may undergo changes during this agreement. These changes may impact such things as the amount of funding, the method of providing services, and even the list of specific grant programs that are covered by the Contract. Accordingly, **CONTRACTOR** agrees to cooperate with **CONTRACTING AGENCY** to the greatest extent possible in providing services according to program specifications and the Michigan Works! System as they may change during the term of this agreement. Likewise, **CONTRACTOR** agrees to operate in all locations covered by this contract according to the **CONTRACTING AGENCY**'s policies and procedures as they may change during the course of this Contract.

The parties also understand that their performance will be judged by funding source performance standards. **CONTRACTOR** shall become familiar with all applicable performance standards and work to meet and exceed them.

CONTRACTOR shall provide any and all services under this contract in strict compliance with all applicable funding source enabling acts, regulations and guidelines; state Policy Issuances; and **CONTRACTING AGENCY** policies, procedures, and workforce investment plans. **CONTRACTOR** shall take affirmative steps to become familiar with these requirements. If **CONTRACTOR**'s operational management or performance puts **CONTRACTING AGENCY** at risk in relation to its funding sources or otherwise, **CONTRACTING AGENCY** may require **CONTRACTOR** to undertake corrective action, may withhold payment, may renegotiate the Contract to remove the source of the risk, may refuse to extend the term of the agreement or renew it even if it is otherwise eligible for extension or renewal, may terminate the Contract unilaterally, or may take any other appropriate action.

If any requirement in this Statement of Work conflicts with the requirements of any federal, state, or local laws, ordinances, rules, regulations, policies or guidelines; such laws, ordinances, rules, regulations, policies or guidelines shall control. In that event, the conflicting programs, services and/or obligations shall be modified as necessary to eliminate the conflict. If the conflicting programs, services and/or obligations cannot be modified sufficiently to eliminate the conflict, they shall be considered to be deleted from this Statement of Work and the Contract in their entirety.

The requirements of this Work Statement, Section B, are in addition to those set forth in Section A of this Contract. If any of the provisions of this Section B are in conflict with those of Section A, **CONTRACTOR** shall comply with the provision that places the greatest restriction on **CONTRACTOR** in the case of a restrictive covenant, or calls for the greatest obligation from **CONTRACTOR** in the case of an affirmative covenant.

II. Description of Services:

A. General

CONTRACTOR shall provide Job Seeker services under the Wagner-Peyser program, Reemployment Services program, related Workforce Innovation and Opportunity Act (WIOA) programs, Trade Act program, and any other related Job Seeker services out of our Service Centers as directed by **CONTRACTING AGENCY** in Saginaw, Midland and Bay Counties. **CONTRACTOR** shall assure that all services provided under this Contract shall conform to the provisions of the applicable federal enabling and state enabling laws, and federal, state, and **CONTRACTING AGENCY's** applicable regulations, requirements, policies, procedures, and Plans. Likewise, all of **CONTRACTOR's** services provided under this Contract shall comply with **CONTRACTING AGENCY's** Request for Proposals (RFP) for Wagner-Peyser, General Public, and Trade Act Program Services from October 1, 2026 to September 30, 2029. However, **CONTRACTOR** shall comply with the provisions of the RFP only to the extent that they do not conflict with this Contract, the enabling federal and state legislation, regulations, State Policy Issuances and directives, and **CONTRACTING AGENCY's** procedures and applicable plans. **CONTRACTOR shall not** comply with any provision of its Proposal in response to the RFP if that provision is in conflict with the RFP, this Contract, the enabling state and federal legislation, regulations, State Policy Issuances and directives, or **CONTRACTING AGENCY's** procedures and applicable plans.

CONTRACTOR shall operate the programs under this Contract to ensure the effective and efficient delivery of services, prevent duplication of services, and to coordinate resources in Saginaw, Midland and Bay Counties. In addition, as directed by **CONTRACTING AGENCY**, **CONTRACTOR** shall work cooperatively with Michigan Works! partners and other contractors to integrate the service delivery system into a seamless and comprehensive array of education, career preparation, human services, job training, and other workforce development services.

CONTRACTOR shall become familiar with the eligibility requirements for programs covered by other contracts or Memoranda of Understanding between **CONTRACTING AGENCY** and the other agencies, and for other programs operated under **CONTRACTING AGENCY** oversight. These programs may include but are not necessarily limited to other WIOA programs, PATH, Wagner-Peyser, Trade Act, Community Development Block Grant Programs, Michigan Rehabilitation Services, Michigan Commission for the Blind, Employment Service Veterans, Adult Education, Senior Programs, Job Corps, Unemployment Insurance, local Community Action Agencies, and Community Colleges. **CONTRACTOR** shall make referrals to and receive referrals from those programs per the guidelines established in the applicable Memorandum of Understanding, and **CONTRACTING AGENCY** procedures. The goal of the referrals shall always be to provide coordinated, non-duplicated, efficient and seamless service.

CONTRACTOR shall work with Michigan Rehabilitation Services and other agencies that serve disabled individuals to provide those individuals with services that are not segregated on a physical or programmatic basis.

In providing services under this Contract, **CONTRACTOR** shall supply the number of staff required by **CONTRACTING AGENCY** in the positions required by **CONTRACTING AGENCY**. The number of staff and positions may be increased or decreased during the course

of this Contract at the discretion of **CONTRACTING AGENCY** according to its determination of need, budget requirements, and other relevant factors. In addition, **CONTRACTOR** shall provide adequate (as determined by **CONTRACTING AGENCY**) on-site supervision and management by a staff person(s) that is(are) funded 100% by contracts with **CONTRACTING AGENCY**, and who is(are) dedicated 100% to service in the Great Lakes Bay Michigan Works! System. **CONTRACTING AGENCY** may in its sole discretion waive this 100% requirement. The waiver must be in writing and signed by **CONTRACTING AGENCY** in order to be effective. At a minimum, the on-site supervision and management must have the expertise and authority to speak for **CONTRACTOR** regarding day-to-day operations, program design and procedures.

The staff shall provide services under this Contract out of the Michigan Works! Service Centers and Satellite Centers in Saginaw, Midland and Bay Counties, or other locations if approved by **CONTRACTING AGENCY**. **CONTRACTOR** shall station numbers of staff at each of the Service Centers or other locations in accordance with the instructions of **CONTRACTING AGENCY**. **CONTRACTOR** shall provide services and staff the Service Center(s), Satellite Center(s), and other locations at all times as directed by **CONTRACTED AGENCY**. It is anticipated that this will include occasional off-site services and services outside of normal working hours. **CONTRACTOR** shall comply with **CONTRACTING AGENCY**'s schedule for closing Service Centers, Satellite Centers, and other locations; shall not allow staff or others to use the Centers at those times without the permission of **CONTRACTING AGENCY**, and shall assure that staff are paid for all holidays when the Centers are closed.

In providing services under this Contract, **CONTRACTOR** shall not make any outreach or recruitment efforts to job seekers or potential program participants except as authorized by **CONTRACTING AGENCY**.

Under this Contract, **CONTRACTOR** shall not make any outreach efforts or provide services to employers.

CONTRACTOR's personnel system under this Contract shall comply with the merit staffing requirements of 5 CFR 900.603 and any official updates to 5 CFR 900.603. At a minimum, the personnel system must exhibit all of the following characteristics.

- Recruiting, selecting, and advancing employees on the basis of their relative ability, knowledge, and skills, including open consideration of qualified applicants for initial appointment.
- Providing equitable and adequate compensation.
- Training employees, as needed, to assure high quality performance.
- Retaining employees on the basis of the adequacy of their performance, and separating employees whose inadequate performance cannot be corrected.
- Assuring fair treatment of applicants and employees in all aspects of personnel administration without regard to political affiliation, race, color, national origin, sex, religious creed, age or handicap and with proper regard for their privacy and constitutional rights as citizens. This "fair treatment" principle includes compliance with the federal equal employment opportunity and nondiscrimination laws.
- Assuring that employees are protected against coercion for partisan political

purposes and are prohibited from using their official authority for the purpose of interfering with or affecting the result of an election or a nomination for office.

CONTRACTOR shall submit to **CONTRACTING AGENCY** a certification in a form approved by **CONTRACTING AGENCY** that complies with 5 CFR 900.603 and any official updates to 5 CFR 900.603 and certifies that **CONTRACTOR's** applicable personnel system complies with these requirements.

CONTRACTOR shall provide the number of full time "Career Navigators" ("CN") requested by **CONTRACTING AGENCY** to be available to work at One Stop centers, satellite centers and any other site within our outside of the GLBMW area at the direction of the **CONTRACTING AGENCY**.

A CN's duties are, in general:

- Greet the public as they arrive in a One Stop Center
- Proactively communicate available services and resource to job seekers
- Tailor service delivery to individual job seekers' needs
- Work with One Stop Center ES staff to offer a seamless referral system from the general public entering the one stop to ES services and onto Basic Career Services.
- Understand the scope of all Michigan Works! And partner agency programs to effectively assist job seekers in utilizing services.
- Refer employer inquiries to the appropriate Business Service Team member.
- Other duties as needed by **CONTRACTING AGENCY**

The number of CN may be increased or decreased at the discretion of **CONTRACTING AGENCY** according to its determination of need, budget requirements, and other relevant factors.

B. WIOA Basic Career Services:

CONTRACTOR shall provide allowable Self-service WIOA Basic Career Activities to job seekers from the general public. These services include:

- Preliminary WIOA Eligibility Screening
- Initial Assessment of Skill Level, Abilities
- Provision of General Information, which may include:
 - Employment Statistics
 - Training Provider Performance Information
 - One-Stop System Performance Information
 - Information on Available Services including Support Services
 - Unemployment Compensation Claims Filing Information
 - Resource Room Usage
- Group Activities which may include:
 - Workshop Referral

- Job Club Referral
- Use of the Pure Talent Connect.
- Operation of any other data based directed by **CONTRACTING AGENCY**.
- Other allowable Self-Service Basic Career Services as directed by **CONTRACTING AGENCY**

CONTRACTOR may be required by **CONTRACTING AGENCY** to provide Staff Assisted Basic Career Services only to eligible and registered individuals. Staff Assisted Basic Career Services include the following:

- Individual Job Development, and related Career Counseling
- Allowable follow-up services
- Other allowable Staff Assisted Basic Career Services as directed by **CONTRACTING AGENCY**.

C. Wagner-Peyser Services:

CONTRACTOR shall provide the following services for job seekers in compliance with all federal, state and **CONTRACTING AGENCY** requirements, policies, procedures and plans.

- Basic Labor Exchange consisting of:
 - Self-service using Michigan’s Talent Connect/Job Bank internet-based system and Resource Rooms;
 - Staff-assisted self-service to help job seekers who cannot use the Pure Talent Connect or Resource Rooms unaided due to lack of computer familiarity, literacy limitations, disability, lack of access to the system, or some other reason; and
 - Mediated services for those who need more intensive staff assistance to obtain jobs or employees. **CONTRACTOR** shall comply with all registration and reporting requirements regarding mediated services.
- Satisfaction of Unemployment Insurance Work Test requirements.
- Reporting of Unemployment Insurance Claimant non-compliance with the “Available and Seeking Work” requirement.
- Receipt and forwarding to designated ESA staff for processing, certain interstate and intrastate job orders.
- Operation of the local component of the Employment Service Complaint System.
- Operation of the local Federal Bonding Program.
- Assurance of required veteran’s priority.
- Allowable Re-employment Services as directed by **CONTRACTING AGENCY**.
- Any Wagner-Peyser Employment Service allowed by the state.

D. TRADE ACT

“TRADE ACT Services” shall include services under TRA 02, TAA, and NAFTA-TAA, TAA Reversion, TAARA and any similar services added by the state. **CONTRACTOR** shall perform TRADE ACT Services in strict compliance with federal, state, and **CONTRACTING AGENCY** requirements, policies, procedures, and plans.

E. OTHER GENERAL PUBLIC SERVICES

CONTRACTOR shall provide other general public services as directed by **CONTRACTING AGENCY**.

III. Performance Measures:

CONTRACTOR shall work toward the performance goals listed in Local Great Lakes Bay MWA Policy Issuance _____, and its subsequent changes.

TAA/NAFTA: Performance Standards established by the state and/or USDOL.

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SECTION C
CONTRACT BUDGET, REIMBURSEMENT AND EXPENDITURE REPORTING

Budget

CONTRACTOR agrees to operate this program consistent with the project budgets shown below. **CONTRACTING AGENCY** shall reimburse **CONTRACTOR** for actual allowable expenditures in compliance with the budgets and the provisions of this Contract in a total amount not to exceed _____ and 00/100 Dollars (\$0.00).

That total contract amount shall be broken down between the various grants funding this contract as directed by **CONTRACTING AGENCY**. Within each of those grants, **CONTRACTOR** shall utilize the line item budget format required by **CONTRACTING AGENCY** and expend funds under this Contract in strict accordance within the line item amounts approved by **CONTRACTING AGENCY**. When added together, the line item budgets shall allow no more than _____ and 00/100 Dollars (\$0.00) to be spent on **CONTRACTOR** central office costs including audit.

CONTRACTOR IS NOT TO MAKE ANY STAFF REDUCTIONS OR STAFF INCREASES DUE TO THE CONTRACT AMOUNT WITHOUT THE CONTRACTING AGENCY'S PRIOR APPROVAL.

CONTRACTOR IS TO COMPLY WITH POLICY AND PERFORMANCE MEASURES PER THE CONTRACTING AGENCY'S DIRECTION.

The initial contract amount in this Contract is based on preliminary budget information received by CONTRACTING AGENCY. CONTRACTING AGENCY may unilaterally change the contract amount upon CONTRACTING AGENCY'S receipt of additional funding allocation information from its funding sources.

CONTRACTOR certifies that to the best of its knowledge, the cost data upon which the contract budget is based are accurate, complete and current. **CONTRACTING AGENCY** shall be entitled to a price adjustment to exclude any significant sum that the price was increased because the **CONTRACTOR** knowingly submitted cost data that were not accurate, complete or current.

If directed by **CONTRACTING AGENCY**, **CONTRACTOR** will perform all TRADE ACT fiscal activities. **CONTRACTOR** will report to **CONTRACTING AGENCY** TRADE ACT expenditures for reimbursement.

Staff Training/Conferences and Travel

Only the costs of training or conferences conducted or sponsored by the Michigan Works! Association, the state, or **CONTRACTING AGENCY** are allowable for reimbursement under this Contract, unless otherwise approved in writing by **CONTRACTING AGENCY**. Costs associated with out-of-state travel are not allowable unless the specific out-of-state travel is approved in advance by **CONTRACTING AGENCY**. Inclusion of out-of-state travel costs in an approved budget does not constitute approval of any specific out-of-state travel.

Salary and Bonus Payment Limitations

No portion of any annual salary that exceeds the most recent federal Executive Schedule rate of basic pay listed for Level II Management (salary plus bonus) as published by the U.S. Office of Personnel Management can be charged to this contract.

Reimbursement Process

CONTRACTOR UNDERSTANDS ALL PAYMENTS UNDER THIS CONTRACT ARE CONTINGENT UPON FULL AND COMPLETE COMPLIANCE WITH ALL PROVISIONS OF THIS CONTRACT. **CONTRACTOR** FURTHER UNDERSTANDS THAT **CONTRACTING AGENCY** HAS THE RIGHT TO RECOUP OR WITHHOLD ANY AND ALL FUNDS UNDER THIS CONTRACT SHOULD **CONTRACTOR** FAIL IN ANY WAY TO COMPLY FULLY AND COMPLETELY WITH ANY PROVISION OF THIS CONTRACT. **CONTRACTOR** ALSO UNDERSTANDS AND AGREES THAT ALL EXPENDITURES MUST BE SOLELY FOR ALLOWABLE COSTS AS DEFINED BY FEDERAL AND STATE REGULATIONS AND GUIDELINES IN ORDER FOR **CONTRACTOR** TO BE ENTITLED TO REIMBURSEMENT. **CONTRACTOR** SHALL ESTABLISH AND MAINTAIN A COST ALLOCATION SYSTEM THAT ALLOWS COSTS TO BE ACCURATELY CHARGED TO THE APPROPRIATE GRANT AND THE COST CATEGORIES WITHIN THAT GRANT.

CONTRACTOR agrees to report expenditures at least monthly, on an accrual or cash basis as required by **CONTRACTING AGENCY**, on or before the tenth (10th) calendar day of the subsequent month. If the tenth (10th) calendar day falls on a weekend or holiday, **CONTRACTOR** shall submit the reports on or before the nearest prior business day. The final expenditure report and close out package for each grant program year covered by this Contract must be submitted within the time frames required by **CONTRACTING AGENCY**. All expenditure information and close out information shall be reported using the forms required by **CONTRACTING AGENCY**. **CONTRACTOR** shall submit its audit report(s) required by Section A, Subsection 9 of this Contract to **CONTRACTING AGENCY** within the time constraints required by the state and USDOL.

Along with the Expenditure Report, **CONTRACTOR** shall submit a Reimbursement Request using the formats required by **CONTRACTING AGENCY**. The Reimbursement Request shall be submitted for actual expenditures during the preceding month. With the approval of **CONTRACTING AGENCY**, a different payment schedule may be established.

Deobligation and Exercise of Option

At any point, **CONTRACTING AGENCY** may review **CONTRACTOR**'s performance and expenditure levels. Based on this review, and comparison to performance and expenditure expectations under this Contract, **CONTRACTING AGENCY** has the right to add or reduce contract services or funds, or to take any other appropriate action.

Monitoring, Oversight, Access to Documents

The **CONTRACTOR** agrees that documentation deemed sufficient to generate reimbursement is subject to **CONTRACTING AGENCY** monitoring and verification against original documents such as agency time and pay records, job seeker records, agency financial transactions, other

original source documents or any other relevant information deemed necessary by **CONTRACTING AGENCY**. The development and use of forms or other tools for such things as documentation of performance, transmittal of advances, expenditure reports, and cash requests in no way limits the responsibility of **CONTRACTOR** to prepare and maintain complete and accurate records of all effort, financial transactions, training and services provided under this Contract. **CONTRACTOR** shall repay any sum, which cannot subsequently be justified through monitoring or audit by **CONTRACTING AGENCY**, its funding source(s), or their representatives or agents.

END OF CONTRACT LANGUAGE

RFP CONTINUES

GENERAL INSTRUCTIONS TO BIDDERS:

It is anticipated that three separate one-year contracts will result from this RFP. Annual budgets shall be negotiated one year at a time. The budget information requested by this RFP covers only the first year of this three-year period.

Proposals submitted in notebooks, binders or faxed proposals are not acceptable and shall not be considered. Proposal documents should be stapled in the upper left hand corner of the documents. Proposal narratives are limited to the number of pages called for by the specific narrative and budget items (below). Proposals must be typed using MicroSoft Word with 12 point font or larger. Pages in excess of the applicable limit will not be considered.

Bidders are required to follow the format specified in the Proposal Assurances, Narrative, and Budget sections of this RFP. Failure to complete any and all forms or requested information may result in disqualification of the bid.

BIDDERS CONFERENCE:

A bidder's conference will be held **9:30 a.m. on April 13, 2026** in the Michigan Works! Service Center located at 1409 Washington, Midland, Michigan. The bidders conference is not mandatory, but GLBMW will only answer questions from prospective bidders who attended the conference.

BIDDERS' QUESTIONS:

GLBMW shall accept emailed technical and clarification questions regarding this RFP from **April 13, 2026 through April 17, 2026**. GLBMW shall determine which questions can be answered, and shall send each appropriate question and the related answer to Bidder's Conference attendees only. GLBMW shall only accept emailed questions. Verbal, mailed, telephoned, and faxed questions shall not be accepted. Emailed questions must have the subject line "**WAGNER PEYSER SERVICES PROPOSAL FOR SAGINAW MIDLAND AND BAY COUNTIES**", and must be emailed to rayo@michiganworks.com. Emailed questions that have a different subject line or that are sent to a different address might not be considered.

PROPOSAL PREPARATION AND SUBMISSION:

Send or deliver your proposal to:

Ray Ogden
Great Lakes Bay Michigan Works!
1409 Washington
Midland MI 48640

In order to be considered, your proposal must be received by 5:00 p.m., as determined by the clock located at Michigan Works, 1409 Washington, Midland, Michigan on May 22, 2026 and must be signed by a person with authority to bind your organization in contract. Faxed or emailed proposals will not be eligible for funding.

It is important that your proposal be mailed or hand delivered in an envelope clearly marked in the lower left hand corner “**WAGNER-PEYSER SERVICES PROPOSAL FOR SAGINAW MIDLAND AND BAY COUNTIES.**” Failure to do so may result in premature disclosure of your proposal.

Bidders must submit an original and five (5) copies of their proposals (i.e. a total of six). However, only one copy of the required audit document needs to be submitted. In addition, bidders must submit a flash drive containing a MicroSoft Word version of the proposal. GLBMW will retain ownership of all documents, discs, and information submitted in the course of bidding.

A proposal consists of the Required Proposal Documents set forth below. Failure to fully complete and submit all required information may be cause for disqualification of the proposal.

QUALIFICATIONS:

This RFP does not commit GLBMW to award a contract, to pay any cost incurred in the preparation of a proposal, or to enter into negotiations. GLBMW has the right to reject or accept any or all proposals or part of any or all proposals, or to cancel this RFP in whole or in part. GLBMW has the right to require additional information from one or more bidders, to negotiate with one or more bidders, and/or to accept any proposal or proposals without negotiations. GLBMW has the right, at its sole discretion, to waive minor discrepancies in proposals and minor deviations from RFP requirements. The successful bidder(s), if any, shall be selected based on GLBMW sole discretion in its determination of best value in terms of services provided, qualifications, and cost. GLBMW reserves the right to issue multiple RFP’s for the same service but for overlapping service areas and to negotiate for a contract with one, some, none or all bidders.

The need for additional related services may become apparent during the period covered by this RFP. In that event, GLBMW reserves the right to review and award the contract for those services based on this RFP process. In its discretion, GLBMW may also determine that another RFP should

be issued regarding the additional services.

Any bidder that attempts to exchange information with any potential bidder for the purpose of gaining competitive advantage, or who attempts to discuss its proposal with or offer anything of value to any of GLBMW officers, directors, staff, agents or representatives during this procurement process, shall be subject to disqualification and possible criminal prosecution. This provision does not prohibit potential bidders from seeking and joining with subcontractors or partners in making the proposal. All partners and subcontractors must be clearly identified in the proposal. Likewise, this provision does not prohibit communication between GLBMW and any bidder that is determined by GLBMW to be necessary as part of the procurement process.

GLBMW operates an equal opportunity procurement process. Upon request, GLBMW shall make this RFP available in large print or alternative format to individuals with disabilities. Proposals from minority and female owned organizations are encouraged.

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REQUIRED PROPOSAL DOCUMENTS

COVER SHEET

**SAGINAW MIDLAND BAY WAGNER-PEYSER PROGRAMS
FOR GREAT LAKES BAY MICHIGAN WORKS!**

OCTOBER 1, 2026 TO SEPTEMBER 30, 2029

COUNTY(ies) TO BE SERVED: _____

PROPOSING AGENCY: _____

OFFICIAL CORPORATE/AGENCY NAME: _____
(if different from above)

TYPE OF AGENCY:

___ Private-for-profit ___ Private-nonprofit ___ Government ___ Public Education

PROPOSAL CONTACT PERSON: _____

PHONE: _____ FAX: _____ EMAIL: _____

SUBCONTRACTORS: _____
(if known at this time)

ACCEPTANCE OF THE CONDITIONS OF THE REQUEST FOR PROPOSALS
and
SUBMISSION OF PROPOSAL

By signing this request for proposal application, the proposing agency hereby accepts all the terms and conditions set forth in the Great Lakes Bay Michigan Works! Request for Proposals for Wagner-Peyser Programs for October 1, 2026 through September 30, 2029. The proposing agency also certifies that the information in this proposal is correct and complete, and that the completion of this application has been fully authorized.

Signature of individual authorized to bind the proposing agency in contract

Printed Name

Position Title

Date

1. Describe the proposing agency's (and any proposed subcontractor's) general experience and history as an organization, and its experience working with Michigan Works! programs outside of the Great Lakes Bay Michigan Works! area with specific emphasis on Wagner Peyser Services, WIOA Basic Career Services, WIOA Basic Career Staff Assisted Services and TRADE ACT Programs. *[0 to + 10 points]*

[Answer in one page or less.]

2. *[Only current GLBMW Wagner-Peyser contractors are eligible to answer this question.]* Describe the proposing agency's (and any proposed subcontractor's) specific local experience with Michigan Works! programs in the Great Lakes Bay Michigan Works! area with specific emphasis on *Wagner-Peyser* Programs. *[-40 to +25 points]* *[Substantial weight shall be given to objective performance information compiled by GLBMW from MIS or other data bases.]*

[Answer in one page or less.]

3. *[Only bidders who do not answer questions #2 are eligible to answer this question.]* Describe the proposing agency's (and any proposed subcontractor's) specific experience with Michigan Works! programs with specific emphasis on *Wagner-Peyser/Trade Act* Programs AND Describe the proposing agency's ability and willingness to hire existing program staff and supervisors if requested by GLBMW. *[-40 to +5 points]*

[Answer in one page or less.]

4. Describe the proposing agency's ability and willingness to accept and adapt to new program designs as may be required by GLBMW during the course of the contract. *[-40 to +5 points]*

[Answer in one page or less.]

5. Describe the proposing agency's expertise and willingness to consult with GLBMW in developing new program designs. *[-40 to +5 points]*

[Answer in one page or less.]

6. Assume the following for October 1, 2026– Sept. 30, 2027 (These assumptions are used as a tool for the proposal review process. The performance requirements of any contract may be significantly different.):

- Your staff services 3 major service centers .
- The 3 centers will see a traffic flow of approximately 66,000 job seekers (approximately 33,200 distinct individuals).
- The Workforce Innovation and Opportunities Act program service providers in each center will rely on your traffic flow for all new participants. A sufficient number of referrals to WIOA program service providers should be maintained so as to not overwhelm WIOA providers but also result in approximately 1000 quality referrals. Bidders should also propose a tracking system so success of the referral process can be measured.
- Your program design cannot include any employer outreach, job development, on-the-job training, job placement services, job referrals, etc. Those types of functions are conducted by the Business Services Team. Instead, assume the Business Service Team generates sufficient numbers of job openings.

Understanding that GLBMW has the authority to require a specific program design, develop a recommended Wagner-Peyser Worker program design including staffing positions/numbers that will satisfy the above assumptions. Include organization charts, program flow charts, job descriptions, and minimum staff qualifications as may be appropriate. Do not include Business Services Team members, or any functions related to employer outreach or employer contacts. Include detail about recommended coordination with the Business Service Team in your program design. *[-8 to +20 points]*

[Answer in three pages or less. Organizational charts and program flow charts, job descriptions, and minimum staff qualifications do not count against the three page limit.]

7. Provide a proposed October 1, 2026 – September 30, 2027 budget needed to deliver the recommended program design in the proposing agency's response to Question 6, above. Use the budget format on the following pages. Add more lines if necessary. The proposing agency may use an alternate format if it provides all of the information requested by the format on the following pages.

1. CENTRAL OFFICE/OVERHEAD						
1.1. Salaries And Wages						
	Position Title	No. in the position	Annual Salary	% of time this project		Total
1						
2						
3						
4						
5						
	TOTAL					
1.2. Fringe Benefits						
	Benefits	Months	Percent	Amount	FTE	Total
1	FICA					
2	Health Insurance					
3	Life Insurance					
4	Retirement					
5	Workers Compensation					
6	Unemployment Ins.					
7						
8						
	TOTAL					
1.3. Travel						
	Travel by Specific Position	Miles/Week	Rate/Mile	Number/Weeks		Total
1						
2						
3						
4						
5						
	TOTAL					
1.4. Other						
		Full Cost		% to this project		Total
1	Audit					
2						
3						
4						
	TOTAL					
TOTAL CENTRAL OFFICE/OVERHEAD						

Central Office/Overhead includes all costs attributable to audit, fiscal, general personnel (other than supervision of program staff), and general management by staff not generally stationed at a Michigan Works! Service Center. GLBMW allows “adequate” fiscal and personnel staff. All other Central Office/Overhead staff must be charged at 20% or less of their time. **It is allowable to include an approved indirect cost rate.**

1. PROGRAM SERVICES						
1.1. Salaries And Wages						
	Position Title	No. in the position	Annual Salary	% of time this project		Total
1						
2						
3						
4						
5						
6						
7						
8						
	TOTAL					
1.2. Fringe Benefits						
	Benefits	Months	Percent	Amount	FTE	Total
1	FICA					
2	Health Insurance					
3	Life Insurance					
4	Retirement					
5	Workers Compensation					
6	Unemployment Ins.					
7						
8						
	TOTAL					
1.3. Travel						
	Travel by Specific Position	Miles/Week	Rate/Mile	Number/Weeks		Total
1						
2						
3						
4						
5						
	TOTAL					
1.4. Other						
		Full Cost		% to this project		Total
1						
2						
3						
4						
5						
	TOTAL					

Under Program Services, do not include participant training costs, supportive services, rent or other facility related costs, telephone, office furniture, or computer equipment.

Total Central Office/Overhead plus Program Services: _____

Total Profit (private-for-profit organizations only): _____

Points as follows:

Central Office/Overhead: -5 to +5 points

Program Services: 0 to +5 points

Profit: -5 to +5 points

Total Budget: 0 to +10 points

Understanding of Wagner-Peyser Budgeting: 0 to +10 points

8. MANDATORY QUESTIONS (Answers are required. GLBMW reserves the right to disqualify bidders based on the information, or lack of information received.)

A. Will the participants in the program be supported by any other funding sources (public or private, federal, state or local monies)?

_____ YES _____ NO (If yes is checked, please indicate in the budget the estimated amount and source of additional funds be used.)

B. Has the proposing agency been audited within the last three years?

_____ YES _____ NO **(Include a copy of each recent management letter and audit opinion covering that time period as an addendum (for bidders who have already submitted a recent management letter and audit opinion to GLBMW, please just reference the fiscal year audited and the date submitted to GLBMW). For all audits identified above, indicate what action has been taken in regard to the letters of opinion.)**

C. Program Management: Indicate your agency's experience over the past four years in reference to the following items. Check one for each item:

YES	NO	
_____	_____	Grievance or complaints against the organization (not including discrimination)
_____	_____	Lawsuits or judgments
_____	_____	Investigations of fraud, abuse, conflict of interest, political activities, nepotism, or any criminal activities
_____	_____	Default or breach of contract
_____	_____	Cancellation or non-renewal of contracts for any reason.
_____	_____	Bankruptcy or receivership by this organization or a parent organization
_____	_____	Discrimination complaints or rulings against the organization/agency

If yes was checked for one or more of the above, information must be provided which should include at a minimum: Date item checked was initiated; Party or parties involved with specific reference to any Federal funds; Brief description of the circumstances; Final disposition and date; and Brief description if action is still pending.

- D. If the bidder receives a contract, the bidder agrees to assume financial liability for any and all disallowed costs it causes and indemnify GLBMW. (See the contract language in the RFP for detail.) **The bidder must place a check mark next to the manner in which financial liability will be assumed and provide a written description.**

_____ Taxing Authority. Describe.

_____ Insurance that is acceptable to GLBMW. Describe.

_____ Pledging assets in an amount sufficient to cover all disallowed costs. Describe.

_____ Deposit of non-Federal funds sufficient to cover all disallowed costs. Describe.

- E. **Identification of possible conflicts of interests.** The GLBMW Board Members and Staff are listed below. In the space provided, indicate and describe any

business, employment, or family relationships your organization or the staff members of your organization may have with any GLBMW Board Members or staff. In addition, indicate any such relationships with any elected official of Saginaw, Midland, Gratiot, Isabella or Bay Counties. Attach additional pages if necessary. If none, indicate by "N/A".

Workforce Development Board:

Consortium Board

- Jack Tany – Saginaw County Commissioner
- Mark Piotrowski-Saginaw County Commissioner
- Gerald Little – Saginaw County Commissioner
- Brian Smith – Isabella County Administrator/Controller
- Jim Stamas – Midland County Commissioner
- Jan Bunting – Gratiot County Commissioner
- Tobin Hope – Isabella County Administrator
- Tim Banaszak – Bay County Commissioner
- Michael Webster – Saginaw County Commissioner
- Todd Gambrell – Midland County Commissioner
- Sheldon Matthews – Saginaw County Commissioner
- Christopher Rupp – Bay County Commissioner
- Vaughn Begick – Bay County Commissioner

Workforce Development Board

- Kati Mora-President & CEO-Middle Michigan Development Corporation
- Cheryl Krieger-Executive Director-Corporate Communications, Employee Experience & Learning
- Brian McBride, Career Center Assistant Principal – Bay-Arenac ISD
- Erik Rodriguez-Public Relations Director, Saginaw Chippewa Indian Tribe of Michigan
- Robert Guerra-Early Career Site Program Leader-Dow
- Carrie Prosowski, District Manager – Michigan Rehabilitation Services
- Jason Graves-System Manager of Recruitment & Workforce Development-MyMichigan Health
- Chris Taylor, Marketing Representative – LiUNA
- Johnathan Branson-VP of Human Capital, Michigan Sugar Company
- Justin Pomerville-Business Manager/Financial Secretary, UA Local 85
- Dr. Marica Mastracci Ditmyer-Dean, College of Health and Human Services, SVSU
- Jasmine Calhoun-President & CEO-Saginaw Valley Youth Protection Council
- Raquel Perez-Diversity & Community Liaison, Hemlock Semiconductor
- Seth Godley-Human Capital Manager, Alma Tire Company
- Brian Klele-Director of Membership Development, IBEW Local 692
- Jill Bourland-CEO, Blystone & Bailey CPA's

F. Required certifications (on the following pages).

The remainder of this page was left blank intentionally.

**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 subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Contractor

Typed Name and Title of Certifying Official

Signature _____ Date: _____

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

This certification is required by the regulations implementing Executive Order 12549 and Executive Order 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 19160-19222).

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

- (1) The prospective recipient of federal assistance funds certifies, by the 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 Contractor 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. This certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (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 which 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 charged 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 and Executive Order 12689. 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 Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it know 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 Nonprocurement Programs.

Even though most procurements of less than \$25,000 are exempt from the certification requirement, procurements of services, regardless of the amount, under which the person providing the services "will have a critical influence on or substantive control over the covered transaction" are covered. Examples given in the common rule are principal investigators and providers of federally-required audit services.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary 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.