

WORKFORCE INVESTMENT ACT

**EXPANSION OF EXISTING EMPLOYER-LED
INCUMBENT WORKER PROGRAM**

REQUEST FOR PROPOSALS

FISCAL YEAR 2012

TABLE OF CONTENTS

SECTION I - GRANT TERMS AND CONDITIONS

I-A	Purpose.....	1
I-B	General.....	1
I-C	Issuing Office.....	1
I-D	Grant Administrator.....	2
I-E	Term of Grant.....	2
I-F	Grantee Responsibilities.....	2
I-G	News Releases.....	2
I-H	Acknowledgment of Grantor.....	2
I-I	Disclosure.....	2
I-J	Grant Invoicing and Payment.....	2
I-K	Monitoring and Reporting Program Performance.....	3
I-L	Records Maintenance.....	4
I-M	Audit.....	5
I-N	Indemnification.....	5
I-O	Grantee Liability Insurance.....	6
I-P	Cancellation.....	6
I-Q	Assignment.....	7
I-R	Non-Discrimination Clause.....	8
I-S	Purchase of Equipment.....	8
I-T	Competitive Bidding.....	8
I-U	Modification of Service.....	8
I-V	Acceptance of Proposal Content.....	8

SECTION II - WORK STATEMENT

II-A	Background/Overview.....	10
II-B	Purpose/Objectives.....	11
II-C	Tasks.....	11

SECTION III - APPLICANT INFORMATION

III-A	Pre-Proposal Meeting/Questions.....	13
III-B	Proposals.....	13
III-C	Review and Selection Criteria.....	13
III-D	Independent Budget Determination.....	14
III-E	Changes in the RFP.....	15
III-F	Proposal Receipt.....	15
III-G	Award.....	15

TABLE OF CONTENTS (continued)

SECTION IV - INFORMATION REQUIRED FROM APPLICANTS

IV-A Economy of Preparation16
IV-B Cover/Signature Page.....16
IV-C Management Summary16
IV-D Certifications and Additional Information.....17
IV-E Budget17
IV-F Submission of Proposal18

APPENDIX

Appendix A Review and Selection Guidelines

ATTACHMENTS

Attachments 1, 2, 4, 5, and 6 (if applicable) must be included in the proposal package

Attachment 1 Cover/Signature Page
Attachment 2 Program Budget
Attachment 3 Instructions for Certification
Attachment 4 Certification Regarding Debarment, Suspension, Ineligibility, Voluntary Exclusion
Attachment 5 Certification Regarding Lobbying, Certification for Contracts, Grants, Loans, and
Cooperative Agreements
Attachment 6 Previous Demonstrated Experience
Attachment 7 Employer Satisfaction Survey
Attachment 8 Equal Opportunity Policy

SECTION I GRANT TERMS AND CONDITIONS

I-A PURPOSE

The purpose of this Request for Proposal (RFP) is to solicit competitive grant proposals to identify one (1) nonprofit organization seeking to expand an existing innovative, employer-led, public/private Incumbent Worker (IW) program. Incumbent Worker Program Expansion (IWPE) Grant funds may be used for general operating expenses such as staffing, rent, equipment, and other expenses. Grant funds must have a regional impact across a minimum of four counties.

This RFP contains the instructions and criteria governing the Workforce Development Agency, State of Michigan (WDASOM) funding of such a program.

I-B GENERAL

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

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

A total of up to \$100,000 of Workforce Investment Act (WIA) Statewide Activity funding is available to be awarded for this program. The grant will operate for the period of March 1, 2012 through September 30, 2012.

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

I-C ISSUING OFFICE

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

Ms. Chelsea L. Mates, State Coordinator, WIA Section
Office of Talent Development Services
Workforce Development Agency, State of Michigan
201 North Washington Square, 5th Floor
Lansing, Michigan 48913

I-D GRANT ADMINISTRATOR

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

I-E TERM OF GRANT

This grant is competitively bid for the 2012 fiscal year. Therefore, all funds must be expended by September 30, 2012.

I-F GRANTEE RESPONSIBILITIES

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

I-G NEWS RELEASES

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

I-H ACKNOWLEDGMENT OF GRANTOR

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

I-I DISCLOSURE

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

I-J GRANT INVOICING AND PAYMENT

The maximum amount of grant assistance offered is \$100,000. Actual disbursements of funds to the Grantee will be on a cash reimbursement basis. Invoices may be submitted by the Grantee as needed in order to minimize the time period between receipt and disbursement of funds, in accordance with the Federal Cash Management Improvement Act. Reimbursement payments may be made upon submission of a Grantee request indicating grant funds received to date, project expenditures to date (supported with

computer printouts of accounts, general ledger sheets, balance sheets, etc.), and objectives completed to date. Backup documentation such as computer printouts of accounts, ledger sheets, check copies, etc. shall be maintained for audit purposes in order to comply with this Agreement.

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

I-K MONITORING AND REPORTING PROGRAM PERFORMANCE

- A. **Monitoring.** The Grantee shall monitor performance to assure that time schedules are being met and projected work by time period is being accomplished.
- B. **Quarterly Performance Reports.** The Grantee shall submit to the Grant Administrator **quarterly** performance reports, due by the 20th day after the end of the calendar quarter being reported (April 20, July 20, October 20). Should this date fall on a weekend or state recognized holiday, the report is due the last business day prior to the 20th. Quarterly Performance Reports must include:
1. List of participating employers
 2. Number of participants served by employer
 3. Number of employees who retained employment due to participation in activities funded with this grant
 4. Cost savings each employer has achieved through pooled incumbent workforce training
 5. Data that supports an increase in productivity for each employer due to funding awarded in this grant
 6. A brief description of problems, real or anticipated, which should be brought to the attention of the Grant Administrator
- C. **A Final Report is required.** The Grantee will submit a final report to the Grant Administrator within 30 days after the end of the grant period (September 30, 2012). At a minimum, the final report must include the following:
1. The amount of funds expended.
 2. The total number of individuals and employers served by the funding included in this grant.
 3. The Program's Completed Training Rate, as expressed by a percentage. Completed Training Rate is defined as the number of participants who have completed training by the end of the grant period, divided by the total number of participants receiving any services funded by the grant.

4. The Program's Certificate and Credential Rate, as expressed by a percentage. The Certificate and Credential Rate is defined as the number of participants who received a certificate or credential by the end of the grant period, divided by the number of participants who received any services funded by the grant.
5. A brief written Program summary, including a discussion regarding if program goals and objectives were met.

The final report must also contain the results of employer satisfaction surveys for all employers who received any services funded by the grant (See Attachment 7).

The final reporting period shall encompass the full grant period of March 1, 2012 through September 30, 2012.

- D. **Quarterly Expenditure Reports.** When utilizing the WIA Statewide Activity funding in support of this project, the Grantee will track and report expenditures in accordance with the WIA regulations. All quarterly financial expenditure reports shall be on an accrued basis. Accrued expenditures are defined as actual expenditures through a specific reporting period plus an estimate of costs incurred for goods and services that have been received but have not yet been paid. The described fiscal reporting will be submitted to:

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

Please submit reports no later than the 20th calendar day after the end of the calendar quarter being reported. Should this date fall on a weekend or state recognized holiday, the report is due the last business day prior to the 20th.

All other fiscal reporting requirements to be adhered to are in accordance with the Department of Labor & Economic Growth Policy Issuance 02-19, issued May 23, 2002.

I-L RECORDS MAINTENANCE

The Grantee shall adhere to the Generally Accepted Accounting Principles and shall maintain records, which will allow, at a minimum, for the comparison of actual outlays with budgeted amounts. The Grantee shall retain all financial records, supporting documents, statistical records, and all other pertinent records for a period of seven (7) years or greater as provided by law following the creation of the records or documents.

The Grantee's overall financial management system must ensure effective control over and accountability for all funds received. Accounting records must be supported by source documentation including, but not limited to, balance sheets, general ledgers, time sheets and invoices. The expenditure of state funds shall be reported by line item and compared to the Budget.

I-M AUDIT

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

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

I-N INDEMNIFICATION

(a) General Indemnification

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

(b) Employee Indemnification

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

(c) Patent/Copyright Infringement Indemnification

To the extent permitted by law, the Grantee shall indemnify, defend, and hold harmless the State of Michigan from and against all losses, liabilities, damages (including taxes), and all related costs and expenses (including reasonable attorney fees, costs of investigations, litigation, settlement, judgments, interest, and penalties) incurred in connection with any action or proceeding threatened or brought against the State of Michigan to the extent that such action or proceeding is based on a claim that any piece of equipment, software, commodity, or service developed or supplied by the Grantee or its sub-contractors, or the operation of such equipment, software, commodity, or service, or the use or reproduction of any documentation provided with such equipment, software,

commodity or service infringes upon any United States patent, copyright, trademark or trade secret of any person or entity, which is enforceable under the laws of the United States.

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

I-O GRANTEE LIABILITY INSURANCE

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

I-P CANCELLATION

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

(a) Termination for Cause

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

(b) Termination for Convenience

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

(c) Non-Appropriation

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

(d) Criminal Conviction

The State of Michigan may terminate this Agreement immediately and without further liability or penalty in the event the Grantee, an officer of the Grantee, or an owner of a twenty-five percent (25%) or greater share of the Grantee is convicted of a criminal offense incident to the application for, or performance of, a State of Michigan, public or private contract or subcontract or grant; convicted of a criminal offense, including any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees; convicted under the State of Michigan or federal antitrust statutes; or convicted of any other criminal offense which, in the sole discretion of the State of Michigan, reflects upon the Grantee's business integrity.

(e) Approvals Rescinded

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

I-Q ASSIGNMENT

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

I-R NON-DISCRIMINATION CLAUSE

See Attachment 8.

I-S PURCHASE OF EQUIPMENT

The purchase of equipment not specifically listed in the Budget must have prior written approval of the Grant Administrator. Equipment is defined as non-expendable personal property having a useful life of more than one year and a per unit acquisition cost of \$5,000 or more. Such equipment shall be retained by the Grantee unless otherwise specified at the time of approval.

I-T COMPETITIVE BIDDING

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

I-U MODIFICATION OF SERVICE

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

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

I-V ACCEPTANCE OF PROPOSAL CONTENT

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

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

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

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

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

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

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

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

SECTION II WORK STATEMENT

II-A BACKGROUND/OVERVIEW

The WIA provides workforce investment activities through statewide local workforce development systems to adults, dislocated workers, and youth. These systems are designed to increase the employment, retention, earnings and occupational skill attainment of participants.

Individuals served under this grant must meet the following eligibility criteria:

- Citizen of the United States or an eligible non-citizen; and be
- Registered with the selective service (if applicable); and be
- 18 years of age or older.

The WDASOM is interested in providing funding to one (1) nonprofit organization to expand an existing innovative, employer-led, public/private workforce development program for the period of March 1, 2012 through September 30, 2012, with WIA Statewide Activity funds.

All activities funded with WIA Statewide Activity funds must be in compliance with the WIA rules and regulations. Copies of the WIA rules and regulations may be obtained at <http://www.doleta.gov>.

To be eligible for funding under this grant, a program must meet the following criteria:

1. Provide program participants with opportunities for advancement within a network of partnering employers by facilitating incumbent worker training programs.
2. Provide program participants with early intervention services that promote employment stabilization and alleviate barriers to job attainment, retention, or advancement by providing necessary services.
3. Provide program participants with WIA authorized core, intensive, and training services, as necessary. These services include:
 - Core Services: job search and placement assistance, labor market information, initial assessment of skills and needs, information about available services, and follow-up services to help customers keep their jobs once they are placed.
 - Intensive Services: comprehensive assessments, development of individual employment plans, group and individual counseling, case management, and short-term pre-vocational services.
 - Training services may include occupational skills training, on-the-job training, entrepreneurial training, skill upgrading, job readiness training, and adult education and literacy activities in conjunction with other training.
 - In addition to core, intensive, and training services, the participant may receive supportive services to provide assistance with transportation, language barriers, child care, housing, etc.
 - The Grantee must also facilitate access to services available through public

agencies and community-based organizations.

4. Provide program participants with training in basic job skills, basic life skills, and career exploration.
5. Demonstrate a quantifiable return on investment for participating employers, as evidenced by cost savings achieved through pooled training/workforce development activities, and increases in employee retention, attendance, satisfaction, and productivity.
6. Have a regional impact across at least four counties.
7. Provide program participants with services to retain or advance employment in one or more of the following industry areas: Agriculture, Energy, Healthcare, Information Technology, and/or Manufacturing.

II-B PURPOSE/OBJECTIVES

The mission of the WDASOM is to market Michigan and provide the tools and environment to drive job creation and investment.

The purpose of this RFP is to provide funding to one (1) nonprofit organization to expand an existing innovative, employer-led, public/private workforce development program for the period of March 1, 2012 through September 30, 2012. Grant funds may be used for program operating expenses such as staffing, rent, and equipment to provide additional resources to program participants.

Early intervention services to provide employment stabilization and retention by working to eliminate participant employment and/or advancement barriers is to be achieved by facilitating the attainment of services and skills training.

II-C TASKS

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

1. Completed Training Rate of 89.0 Percent - The Completed Training Rate is defined as the number of participants who have completed training by the end of the grant period, divided by the total number of participants receiving services during the grant period.
2. Certificate and Credential Rate of 83.0 Percent - The Certificate and Credential Rate is defined as the number of participants who received a certificate or credential by the end of the grant period, divided by the number of participants who received services during the grant period.
3. The Grantee will promote employment stabilization by providing services and referrals to alleviate barriers to job attainment, retention, or advancement. This includes supportive services and references to additional services available

through public agencies and community-based organizations.

4. The Grantee will offer participants training in basic job skills, life skills, soft skills and career exploration, to enhance an individual's interactions, job performance and career prospects.

Examples of these skills include:

- | | |
|--------------------------------|---|
| a. Strong work ethic | f. Acting as a team player |
| b. Positive attitude | g. Self-confidence |
| c. Strong communication skills | h. Ability to accept and learn from criticism |
| d. Time management abilities | i. Flexibility/adaptability |
| e. Problem-solving skills | j. Working well under pressure |

5. The Grantee will facilitate incumbent worker training programs that involve multiple participating employers to expand the opportunity for participant advancement via the implementation of an incumbent worker training program.
6. The Grantee will demonstrate a quantifiable return on investment for participating employers as evidenced through cost savings achieved through pooled training/workforce development activities, increased employee retention, attendance, satisfaction, and productivity.
7. The Grantee will guarantee that the granted funding has a regional impact across a minimum of four counties.
8. The Grantee will prioritize training in high-demand/emerging industries as defined by local and regional labor market information.
9. The Grantee will only facilitate training that falls within one or more of the following industry areas: Agriculture, Energy, Healthcare, Information Technology, and/or Manufacturing.

SECTION III APPLICANT INFORMATION

III-A PRE-PROPOSAL MEETING/QUESTIONS

A pre-proposal meeting will not be held. Questions from applicants concerning requirements in this RFP must be submitted by **5:00 p.m.** on February 1, 2012, via e-mail, to Ms. Chelsea Mates, State Coordinator, WIA Section, Workforce Development Agency, State of Michigan at MatesC@michigan.gov, with a subject line of “Incumbent Worker Expansion Questions.”

Questions must arrive no later than the date and time specified above. Questions received after this date and time will not be answered. The WDASOM will not respond to telephone inquiries or visitation by applicants or their representatives. Responses will be posted by February 6, 2012, on the following websites:

<http://www.michigan.gov/mdcd/0,4611,7-122-1678---,00.html> and
<http://www.michiganadvantage.org/Public-Notices-Requests-for-Proposals/>.

III-B PROPOSALS

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

III-C REVIEW AND SELECTION CRITERIA

Proposals will be evaluated by utilizing the following criteria:

a. Threshold Requirements

- The applicant agency must have no outstanding liability or debts with the WDASOM.
- Attachments 1, 2, 4, 5, and 6 (if applicable) must be completed, signed, and submitted as part of the RFP response.
- Proposals must be signed in ink, submitted by the time deadline indicated, and submitted in the required format as provided in Section IV.

b. Review of Proposal

Proposals meeting the threshold requirements will be evaluated based upon the following weighted factors:

1. Project Narrative;
2. Collaboration and coordination with partner agencies; and

3. Previous Demonstrated Experience.

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

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

III-D INDEPENDENT BUDGET DETERMINATION

1. By submission of a proposal, the applicant certifies, and in the case of a joint proposal, each party certifies as to its own organization that in connection with this proposal:
 - a. The budget in the proposal has been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition as to any matter relating to such budget with any other applicant or with any competitor;
 - b. Unless otherwise required by law, the budget quoted has not been knowingly disclosed by the applicant and will not knowingly be disclosed by the applicant prior to award, directly or indirectly, to any other applicant or to any competitor; and
 - c. No attempt has been made, or will be made, by the applicant to induce any other person or firm to submit, or not submit, a proposal for the purpose of restricting competition.
2. Each person signing the proposal certifies that she/he:
 - a. Is the person in the applicant's organization responsible within that organization for the decision as to the budget being offered in the proposal and has not participated (and will not participate) in any action contrary to l.a., b., and c. above; or
 - b. Is not the person in the applicant's organization responsible within that organization for the decision as to the budget being offered in the proposal but has been authorized, in writing, to act as agent for the persons responsible for such decision in certifying that such persons have not participated (and will not participate) in any action contrary to l. a., b., and c. above.
3. A proposal will not be considered for award if the sense of the statement required in the "Independent Budget Determination" (Section IV-E) has been altered so as to delete or modify l. a., c., or 2. a. and b., above. If l.b. has been modified or deleted, the proposal will not be considered for award unless the applicant submits, with the proposal, a signed statement, which sets forth in detail the circumstances of the disclosure and the WDASOM determines that such disclosure was not made for the purpose of restricting competition.

III-E CHANGES IN THE RFP

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

III-F PROPOSAL RECEIPT

The WDASOM, Office of Talent Development Services, WIA Section must receive proposals by **5:00 p.m.** on February 13, 2012. Applicants are responsible for the timely submission of their proposal. **Proposals received after the specified due date and time will not be considered for funding.**

III-G AWARD

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

SECTION IV INFORMATION REQUIRED FROM APPLICANTS

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

IV-A ECONOMY OF PREPARATION

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

IV-B COVER/SIGNATURE PAGE

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

IV-C MANAGEMENT SUMMARY

1. Project Narrative

Provide a narrative of the program design and description of services to be delivered. The narrative must include a detailed description of how the objectives and tasks described in Section II, Work Statement will be achieved. Also, include the projected number of employers and participants to be served.

2. Collaboration and Coordination with Partner Agencies

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

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

3. Previous Demonstrated Experience

Current and previous provision of workforce development services will impact the selection process for this RFP. Please provide a detailed description of current and/or

previous related experience.

If the applicant does NOT have current or previous experience in providing workforce development services, similar experience relevant to the successful accomplishment of activities defined by this RFP must be described in narrative form. Those applicants without current or previous experience must submit Attachment 6, with signature for verification. This includes those instances in which the applicant has referred potential program participants to a MWA to provide employment and training services. The following elements MUST be included in your description:

- Identify the MWA or organization that contracted with you to provide services;
- Program design and population served;
- Beginning and ending dates of the most recent referral relationship with an MWA;
- Describe performance measures if any, your organization was held to and indicate if measures were met or exceeded;
- The planned vs. actual number of participants referred; and
- Attachment 6 with signature of the previous Grantor to certify the accuracy of the data provided.

IV-D CERTIFICATIONS AND ADDITIONAL INFORMATION

The applicant must complete and submit the certifications provided as Attachments 4 and 5. Instructions regarding debarment and suspension are provided as Attachment 3.

IV-E BUDGET

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

Attachment 2, the Incumbent Worker Program Expansion Budget, provides planned expenditure information for the duration of the project. The budget will serve as a management tool to chart the progress of the project towards definable outcomes.

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

IV-F SUBMISSION OF PROPOSAL

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

Ms. Chelsea Mates, State Coordinator
Workforce Investment Act Section
Office of Talent Development Services
Workforce Development Agency, State of Michigan
201 N. Washington Square, 5th Floor
Lansing, Michigan 48913

APPENDIX

APPENDIX A

Review and Selection Guidelines

1. Threshold Requirements:

- The applicant agency must have no outstanding liability or debts with the WDASOM.
- Attachments 1, 2, 4, 5, and 6 (if applicable) must be completed, signed, and submitted as part of the RFP response.
- Proposals must be signed in ink, submitted by the time deadline indicated, and submitted in the required format as provided in Section IV.

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

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

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

ATTACHMENTS

**ATTACHMENTS 1, 2, 4, 5, and 6 (if applicable) MUST BE INCLUDED
IN THE PROPOSAL PACKAGE SUBMITTED**

**COVER/SIGNATURE PAGE
WIA INCUMBENT WORKER PROGRAM EXPANSION
March 1, 2012 through September 30, 2012**

Applicant: _____

Address: _____

Proposal Contact Person: _____ Title: _____

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

E-mail Address: _____

*Type of Organization (Check One):

- | | | |
|---|--|---|
| <input type="checkbox"/> Private-for-Profit | <input type="checkbox"/> Private-Nonprofit | <input type="checkbox"/> Public-Nonprofit |
| <input type="checkbox"/> Governmental | <input type="checkbox"/> School District | <input type="checkbox"/> Other (Please Specify) |

Amount of Funds Requested: _____ Number of Participants to be Served: _____

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

Authorized Official _____ Title: _____
(Type or Print)

Authorized Official _____ Date: _____
(Signature)

*Organization must be a nonprofit.

BUDGET PLAN AND INSTRUCTIONS

Definitions

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

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

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

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

BUDGET SUMMARY

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

PERSONNEL BUDGET

- Task: Enter each specific task or service funding will cover. Indicate program or administrative cost. For each employee assigned to task, enter number of employee hours anticipated.
- Total Hours
- Rates: Enter each rate of employee.
- Total Personnel Costs

BUDGET CATEGORIES

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

FORECASTED EXPENDITURES

Enter anticipated expenditures per quarter for federally funded Workforce Investment Act, other federally funded program(s), and non-federally funded programs.

BUDGET PLAN							
Budget Summary							
Grant Program Function or Activity	New or Revised Budget						
	Federal - WIA	Federal - Other	Non-Federal	Total			
Total	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Personnel Budget							
The personnel costs are calculated using the following hours and hourly rates for each staff member.							
Task	Hours						
	Employee	Employee	Employee	Employee	Employee	Employee	Total
Task 1 <input type="checkbox"/> Program <input type="checkbox"/> Administrative							
Task 2 <input type="checkbox"/> Program <input type="checkbox"/> Administrative							
Task 3 <input type="checkbox"/> Program <input type="checkbox"/> Administrative							
Task 4 <input type="checkbox"/> Program <input type="checkbox"/> Administrative							
Task 5 <input type="checkbox"/> Program <input type="checkbox"/> Administrative							
Task 6 <input type="checkbox"/> Program <input type="checkbox"/> Administrative							
Task 7 <input type="checkbox"/> Program <input type="checkbox"/> Administrative							
Task 8 <input type="checkbox"/> Program <input type="checkbox"/> Administrative							
Task 9 <input type="checkbox"/> Program <input type="checkbox"/> Administrative							
Task 10 <input type="checkbox"/> Program <input type="checkbox"/> Administrative							
Total Hours	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Rates							
Total Personnel Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Budget Categories							
Item	Amount						
a. Personnel (from table above)							
b. Fringe Benefits							
c. Travel							
d. Equipment							
e. Supplies & materials							
f. Phone and fax							
g. Postage, overnight mail, shipping							
h. Contractual							
i. Other							
j. Total Direct Charges (sum a-i)	\$0						
k. Indirect Charges							
l. Totals (sum of j and k)	\$0						
Forecasted Expenditures							
	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	Total		
Federal - WIA					\$0		
Federal - Other					\$0		
Non-Federal					\$0		
Total	\$0	\$0	\$0	\$0	\$0	\$0	\$0
WFP-328 (5-2006)							
A maximum of ten percent of Workforce Investment Act funding may be utilized for administration.							

ATTACHMENT 3

Instructions for Certification

1. By signing and submitting this proposal, the prospective recipient of federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when the transaction was entered into. If it is later determined that the prospective recipient of federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, U.S. Department of Labor (USDOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of federal assistance funds shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective recipient of federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the USDOL.
6. The prospective recipient of federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Procurement or Non-Procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the USDOL may pursue available remedies, including suspension and/or debarment.

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

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 20 CFR Part 98, Section 98.510, Participants' Responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

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

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

Name and Title of Authorized Representative (Print)

Signature

Date

ATTACHMENT 5

**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 or organization, 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 or organization, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants and contracts under grants, loans, and cooperative agreements) and that all* sub-recipients shall certify and disclose accordingly.

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

Grantee/Contractor Organization Program/Title

Signature of Certifying Official Date

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

PREVIOUS DEMONSTRATED EXPERIENCE

Applicant Agency: _____

Project Title: _____

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

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

Signature of Certifying Official

Name of Organization

Typed Name and Title

(_____) _____
Telephone Number

Date

Comments (additional pages may be attached):

Employer Satisfaction Survey

Introductory Statement

My name is (Insert Name) with (Insert Agency) and I am conducting a survey for the (Insert Agency). I would like to speak to Ms./Mr. (Insert Name).

Are you the Ms./Mr. (Insert Name) who (describe the service).

I would like to ask you some questions about your recent experience with (Insert Agency). Our purpose is to learn from you how to improve programs and services offered to employers. The survey should take about (XX) minutes to complete.

Questions

Company Name: _____

- Utilizing a scale of 1 to 10 where “1” means “Very Dissatisfied” and “10” means “Very Satisfied” what is your overall satisfaction with the service(s) provided from (Insert Agency).

Very Dissatisfied										Very Satisfied	DK	REF
1	2	3	4	5	6	7	8	9	10	11	12	

- On a scale from 1 to 10, “1” means “Falls Short of Your Expectations” and “10” means “Exceeds Your Expectations.” Do you feel your employees are meeting your expectations in terms of applying what they have learned in the workplace?

Falls Short of Expectations										Exceeds Your Expectations	DK	REF
1	2	3	4	5	6	7	8	9	10	11	12	

- Now think of the ideal service(s) for people in your circumstances. How well do you think the service(s) you received compare with the ideal service(s)? “1” means “Not Very Close to Ideal” and “10” means “Very Close to Ideal.”

Not Very Close to Ideal										Very Close to Ideal	DK	REF
1	2	3	4	5	6	7	8	9	10	11	12	

DK=Don’t Know
REF=Refused to Answer

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

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

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

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

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

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

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

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

- Section 188 of the WIA of 1998, which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of whether citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I—financially assisted program or activity;
- Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, or national origin;
- Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
- The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
- Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

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