

## **BACKGROUND AND PURPOSE**

In August, 2015, the Counties of Hillsdale, Jackson, Lenawee, Livingston and Washtenaw executed a P.A. 7 agreement to consolidate three Michigan Works! agencies into a single organization. This merger was legally effective on October 1, 2015 and the organizations administratively and programmatically consolidated on July 1, 2016.

The Southeast Michigan Consortium Board (CB) serves as grant recipient for the consortium and consists of ten elected county commissioners — two from each of the five counties. The Consortium Board is responsible for safeguarding Federal/State Workforce Development funds as well as meeting all required administrative and programmatic rules. The Southeast Michigan Consortium Board appoints members to The Michigan Works Southeast Workforce Development Board (WDB). This Board is charged by the Governor with implementing the Michigan Works! “One Stop” system and provides policy guidance and oversight for all federal Workforce Innovation and Opportunity Act programs, Wagner-Peyser Act - Employment Services, Partnership, Accountability, Training and Hope (PATH) Program and other workforce development programs in the Consortium’s five counties. The WDB is responsible for the day-to-day and strategic oversight of the Workforce Development Services and programs.

The Consortium’s annual budget is approximately \$15 million. Currently, the Consortium contracts with the Southeast Michigan Community Alliance (SEMCA) to serve as the fiscal agent for the Consortium. The CB and WDB have determined to bring this function “in-house” effective October 1, 2019.

The Consortium is soliciting proposals for a primary banking relationship with a financial institution which operates offices within its five-county region. The Consortium will be contracting for the following general services for a thirty-eight month period beginning August 1, 2019 and ending September 30, 2022, with the option to extend for an additional two year period. Either party has the option of discontinuing the agreement with a 90-day written notice.

The following is a list of services the Consortium requires of its financial institution:

- Checking Accounts
- Money Market Accounts
- ACH Debit Services
- Credit/Debit Card Services
- Direct Deposit for Payroll
- On-line wire transfers
- Overdraft protection
- Line of Credit
- Data Equipment Compatibility
- ACH reporting
- On-line balance reporting
- On-line Image Retrieval
- On-line Stop-pays
- Positive Pay on Checking Accounts
- Banking Supplies
- Excellent customer service & response

The Consortium anticipates that proposed banking services will be compensated either by the credit earned on average collected balances or on a fee for service basis, but is also willing to consider other options.

The following is a list of optional services that the Consortium may require in the future:

- Automatic Account Reconciliation
- Online Banking payments collected in a batch deposit
- E-Payments
- Web Based Payment System

### **Services Required**

**Checking Accounts:** The Consortium will utilize several checking accounts for the processing of its accounts payables, payroll check processing, electronic purchasing cards, and payment collections. The institution will furnish the Consortium with additional checking accounts as needed. NSF checks must be processed twice before being returned to the Consortium. The basic checking account services should, at a minimum:

- Provide month-end statements by the 10th day of the following month;
- Provide electronic check image retrieval online including necessary software;
- Provide individual and consolidated monthly account analysis for all accounts by the 15th day of the following month;

- Provide an on-line wire transfer system for transferring money to other institutions, along with appropriate security levels for wire transfer initiations and approvals;
- Provide an on-line intra bank transfer system for transferring funds from one bank account to another;
- Provide an on-line computer balance reporting system, with information on collected, available and closing balances, as well as a detail of total debits and credits posted to the account for the previous day, by 7:00 a.m. each business day;
- Provide an on-line reporting system that shows current day ACH credits and debits, by 7:00 a.m. each business day.
- Provide deposit reporting by location via an auxiliary MICR field or other means;
- Provide Positive Pay feature with exception reporting/return of unknown items;
- Provide on-line, stop-pay look-up and notification;
- Provide support in answering questions, troubleshooting problems and resolving issues in a prompt manner;
- Provide means to inquire about canceled checks and stop payment on checks upon proper authorization.
- Integration with the Blackbaud Financial Edge NXT Enterprise Resource (ERP) System and payroll/Human Resource Information System (HRIS)
  - Compatibility; ability to import/export information with the ERP system and payroll/HRIS system

**ACH Debit Services:** The Consortium will process direct deposits of payroll bi-weekly. Other miscellaneous ACH transactions such as health reimbursement account transfers, credit card payments, and payroll related tax payments will flow through the account each month.

**Credit/Debit Card Services:** The financial institution will provide a corporate credit card account with up to 20 credit cards, which will be issued to Consortium managers for business related expenses. The Consortium's corporate credit card account will be paid monthly through an automatic debit transaction.

The Financial institution will provide the Consortium with the ability to accept payment through the use of credit/debit cards. The Consortium does not currently accept credit/debit cards; however, may in the future determine to use such a method for collecting fees. The Consortium will be credited daily for the gross amount of the bank card transactions. Any sales discount fee or percentage proposed will be billed at the end of each month as part of the activity charges.

**Direct Deposit for Payroll:** The Consortium offers and encourages its employees to utilize direct deposit for payroll. The Consortium pays its employees bi-weekly. On an average payroll, 85 employees receive direct deposit, with many employees having multiple bank account transfers.

The Consortium will transmit the payroll data to the institution via internet by the second working day prior to payday. Deposits must be made into the employees' accounts by 8:00 a.m. on payday. Any deviation from these time limits must be stated in the bid.

The Consortium, from time to time, may need to transmit the payroll data one day prior to the pay date. We are therefore requesting bids on both a one-day and two-day turnaround. We are interested in what the deadlines for transmission are for both situations.

**Overdraft protection:** The Consortium may determine to establish overdraft protection in the unlikely event that an overdraft should occur and would like information regarding rates and fees.

**Line of Credit:** It is the Consortium's intention to establish an unsecured line of credit with the financial institution in the amount of \$1,000,000 to be utilized solely for occasional cash flow needs. The line of credit will be available for borrowing, re-paying, or re-borrowing until the maturity date.

**Data Equipment Compatibility:** The Consortium is interested in equipment and data compatibility and therefore requests the specifications needed for an automated wire transfer, ACH credit & debit, balance reporting, credit card payments, and any other automated systems be included in this proposal. Any costs associated with automated data and equipment should be identified.

**Banking Supplies:** The financial institution will be required to provide a supply of deposit slips and endorsement stamps. The cost of such supplies shall be charged against the Consortium's accounts payable checking account.

**Miscellaneous Optional Services:** In addition to the requirements listed above, the proposal should identify proposed fees for the following services:

- Automatic Account Reconciliation
- Online Banking payments collected in a batch deposit
- E-Payments
- Web Based Payment System
- Other services provided by your institution that would be beneficial to the Consortium, but have not specifically been addressed.

**Services Not Provided:** In the event that the primary proposing financial institution does not provide all requested services included in this RFP, the financial institution will submit, as part of its proposal, additional partners/providers who do provide these services. It is the sole responsibility of the primary financial institution to secure and maintain the relationship with any additional providers. The primary financial institution, at the time of bid submittal will identify all secondary providers.

### **Implementation Date**

To be determined, but no later than 10/1/2019.

### **ELIGIBILITY**

To be considered for selection, financial institutions must, at a minimum, meet the following qualifications:

- A. Must be a Federal Deposit Insurance Corporation (FDIC) insured institution, or a National Credit Union Administration (NCUA) insured institution.

- B. Authority to offer banking services. Institution must hold a charter from either the United States Government or the State of Michigan.
  
- C. Access to the Federal Reserve System. Institution must be a member of (or have access to) the Federal Reserve System and have access to all Federal Reserve System services.
  
- D. Legal Compliance. Institution must be in compliance with all applicable laws, rules, regulations, and ordinances of the State of Michigan and the United States.
  
- E. Local banking office. Institution must have an established office or local branch within the Consortium's five-county region.

Additionally, the financial institution should not be debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

### **RESPONSE DEADLINES AND INSTRUCTIONS FOR SUBMISSION**

- A. Responses must be complete and fully signed by an authorized organization official in order to be accepted. Members of the Southeast Michigan Consortium Board, The Southeast Michigan Workforce Development Board, or others with administrative or oversight responsibilities for the programs administered by the Southeast Michigan Consortium may not sign the proposal.
  
- A. Sign all signature pages attached to this RFP and submit with the hard copy of the Proposal.
  - 1. Proposal Certification – p. 19**
  - 2. Debarment Certification – p. 20**
  - 3. Lobbying Certification – p. 21**
  - 4. Equal Opportunity if the Law – p. 22**
  
- B. Responses are due **by 4:00 p.m., Friday, July 19, 2019.**

- C. Submit one original signed and sealed response and email one electronic copy in PDF format to:

**Southeast Michigan Works! Consortium  
Attn: Justin Al-Igoe  
1240 Packard Dr.  
Howell, MI 48843**

**The electronic version can be submitted via e-mail to [jaligoe@mwse.org](mailto:jaligoe@mwse.org)**

Proposals may not be altered after the due date. Late proposals will not be received until regular business hours (8:00 a.m. – 5:00 p.m.) the next business day and are received as unsolicited proposals outside the procurement process.

### **QUESTIONS AND TECHNICAL ASSISTANCE**

Prospective Bidders may submit written questions concerning this RFQ prior to 5 p.m., Wednesday, July 10, 2019 to [mflaherty@mwse.org](mailto:mflaherty@mwse.org). All answers to questions submitted will be posted to the Michigan Works! Southeast website [www.mwse.org](http://www.mwse.org) or MITN website. Answers will also be emailed upon request. No other technical assistance will be provided.

### **REQUIREMENTS FOR BIDDERS**

- A. No proposal will be accepted from, or contract awarded to any person, firm, or corporation that is in arrears or is in default to any of the member counties of the Southeast Michigan Consortium, upon any debt or contract, or that is in default as surety or otherwise, or failed to perform faithfully any previous contract with the Counties.
- B. All costs incurred in the preparation, submission, and presentation of this proposal, in any way whatsoever, will be wholly absorbed by the prospective bidder. All supporting documentation will become the property of the Southeast Michigan Consortium unless requested otherwise at the time of submission. Michigan FOIA requires the disclosure, upon request, of all public records that are not exempt from disclosure under section 13 of the Act, which are subject to disclosure under the Act. Therefore, confidentiality of information submitted in response to this Request for Proposals is not assured.

- C. The Consortium reserves the right to modify the services being requested during the course of the contract. Such modification may include adding or deleting any tasks this project will encompass and/or any other modifications deemed necessary. Any changes in pricing or payment terms proposed by the consultant resulting from the requested changes are subject to acceptance by the County. Changes may be increases or decreases.
- D. Proposer shall note that this Request for Quotation is considered to be under evaluation from the opening date until contract award. The Consortium and Review committee are restricted from giving any information relative to the progress of the evaluation during this time, except as required to administer the evaluation process.
- D. This RFQ does not commit the Southeast Michigan Consortium Board to award a contract, to pay any cost in the preparation of a proposal in response to this request, or to procure or contract for services or supplies. The Consortium Board reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with all qualified sources, or to cancel in part or in its entirety this RFQ, if it is in the best interest of the Southeast Michigan Consortium to do so.
- E. To ensure fairness in the review process, prospective bidders should not discuss their proposal or this Request for Quotation with individuals who sit on the Workforce Development Board, Consortium Board or staff prior to the completion of the procurement process.**



**PROPOSAL REQUIREMENTS**

Please provide your responses to the items below in the order presented.

1. Provide the names of individuals, with phone numbers and e-mail addresses, who will be working on the proposed services and their areas of responsibility including their specific experience relative to the request for proposal requirements.
2. Submit at least five (5) references (preferably from current public sector customers) who can attest to the financial institution's experience as it relates to providing banking services. The references must include contact name, title, address, e-mail address, telephone number and services used.
3. Describe your institution's customer service philosophy and organizational structure and provide meaningful examples to illustrate.
4. Provide the following reports and information about your institution:
  - a. Monthly account analysis
  - b. Monthly bank statement
  - c. Monthly merchant services report
  - d. Most recent financial statement
  - e. Standard & Poor's and Moody's credit rating or comparable rating. Include ratings for bank financial strength, bank deposits, and issuer rating.
5. Provide a funds availability schedule. Describe one day, two day availability, wire requirements, and intra bank transfer requirements.
6. Describe your Balance Reporting systems and availability.
  - a. What hardware/software does the bank use to deliver balance and transaction detail information?
  - b. What time is previous day information available for access by the customer?
  - c. What are the hours of access of the balance reporting system?
  - d. Does the bank provide current day information?
    - i. How frequently is this information updated throughout the day?

- ii. What transaction types are available on current day reports?
  - e. Describe the level of detail provided in previous and current day reports?
  - f. How many days of history can be accessed through the system?
  - g. In what format is information available?
  - h. Provide a sample printout of the daily on-line balance information.
7. ACH Services:
- a. What is the recommended service delivery method (i.e., direct transmission, on- line, or other)?
    - i. What are the hardware/software requirements?
    - ii. What training does the bank provide?
    - iii. Does the software offer the ability to manage security and access levels by user?
    - iv. What report options are available?
    - v. What controls are in place to protect against lost files and duplications of transmissions?
    - vi. Does the bank provide automatic file receipt acknowledgements? If so, how?
    - vii. Describe the role of any third-party processor used by the bank to provide this service?
  - b. What are the hours of operation of the ACH unit?
  - c. What are the bank's cut-off times for customer initiation of ACH transactions?
  - d. Describe the procedures used to verify accurate and secure receipt of transmissions.
  - e. Can the bank automatically redeposit items returned for insufficient or uncollected funds?
  - f. How does the bank handle file, batch, and item reversals and deletions?
8. Positive Pay:
- a. What is the recommended service delivery method (i.e., direct transmission, on- line, or other)?
    - i. What are the hardware/software requirements?
  - b. What controls are in place to protect against lost files and duplications of transmissions?

- c. Does the bank provide automatic file receipt acknowledgements? If so, how?
  - d. Describe the role of any third-party processor used by the bank to provide this service?
  - e. What is the bank's deadline for transmitting files/data?
  - f. What is the process for notifying the bank of a single check or small check run outside of the regular batch file?
  - g. How will the Consortium notify the bank of voided and stop payment checks?
  - h. Does your bank have payee verification?
  - i. Is the positive pay service fully implemented at all bank branches?
  - j. How does the bank handle exception ("paid not issued") items?
  - i. Does the bank offer a daily listing of exception items?
    - ii. Are there defaults available for each account to either automatically return or pay on exception items?
    - iii. What is the timeline for reporting exceptions to the Consortium?
    - iv. How are exceptions reported to the Consortium? Will an image be available?
    - v. What is the timeline for the Consortium to act on any exceptions?
    - vi. What are the hours of operation of this service unit?
9. Merchant Card Services:
- a. Provide a funds availability schedule by card type. Is it negotiable?
  - b. What is the settlement deadline?
  - c. What daily and/or monthly reconciliation reports are available?
  - d. Do you offer recurring billing processing?
10. Payment of Fees. Please provide information on the following:
- a. The effective rate and formula used to calculate the service charge credit for collected fund balances;
  - b. The current interest rate and related fees for a corporate credit card account;
  - c. A time frame proposed to pay any additional fees not offset by service charge credit;
  - d. Whether a service charge credit/debit can be carried forward to the next period;
  - e. The formula for any fees in the event of an overdraft;

- f. Describe what constitutes a daylight and overnight overdraft situation;
  - g. The effective rate and formula used to calculate the principal and interest payment for the outstanding balance on the line of credit.
11. Errors and Adjustments:
    - a. Describe your adjustment process for resolving deposit discrepancies.
    - b. At what dollar amount do you write off discrepancies?
    - c. Do you adjust the deposit amount or process an adjusting debit or credit?
  12. Describe how inquiries requiring research and adjustments are handled by the institution. Are there established turn-around times for research and adjustment items? If yes, specify.
  13. Describe NSF or Returned Items processing procedures, fees or other related services available. The Consortium will require re-depositing 'NSF' or 'uncollected funds' returned items so that they may be presented a second time prior to being charged back.
  14. Security/Protection Measures: What security features are in place to minimize the risk of unauthorized transactions?
  15. Service Enhancements: Describe any enhancements, technological or otherwise, that we should consider to improve operational or cash management efficiencies.
  16. Discuss your use of the internet in providing services to your business customers.
  17. Provide information on how your institution plans to keep your product line competitive. Describe what approach the bank is taking in the development of new services and what new services and/or features the bank plans to offer and within what time frame.
  18. Disaster Recovery:
    - a. Describe your institution's formal disaster recovery plan.
    - b. How quickly will back-up facilities be activated?

- c. Describe your institution's operating capabilities to assist the Consortium in the event of a disaster or declared emergency.
19. Implementation Plan: Provide a detailed description of the implementation process, including testing, and a sample implementation schedule.
20. List the address and hours of operation at your main and/or branch offices located within our five-county region and also the hours of operation for the offices.
21. Discuss any special conditions, other fees, other services, or deviations from the requested scope.

### **REVIEW PROCESS**

Proposals will undergo the following review:

- *Michigan Works! staff* - Staff will review proposals for technical compliance with the RFQ. Staff will confirm that all required signature pages and sections of RFQ are completed.
- *Review Committee* - Proposals will be reviewed and rated by a committee of staff members and Board members in accordance with the published review criteria. Finalists may be interviewed.

### **REVIEW CRITERIA**

#### **A. Experience (30%)**

The successful bidder must show experience and expertise in providing the services needed by the Consortium. Experience with supporting other workforce development agencies is a plus. The Technical support and customer service available should be explained.

#### **B. Terms, rates, policies, etc... (50%)**

The successful bidder will terms, rates and policies favorable to the needs of the Consortium. The ability to adapt processes to the needs of the

Consortium should be discussed along with customer service processes and procedures that will be provided to the Consortium.

**C. Related fees, other costs (20%)**

The successful bidder will have minimal fees and costs (annual fees, processing fees, etc...) for the needed services.

**ASSURANCES AND PROPOSAL CERTIFICATION**

**1. General Assurances**

The bidder assures that, if awarded funding based on this proposal, all activities will comply with:

- a. The Workforce Innovation and Opportunity Act and all applicable State and Federal rules and regulations governing programs under the Act.
- b. The Age Discrimination Act of 1975, as amended.
- c. Section 504 of the Rehabilitation Act of 1978, as amended.
- d. Title IX of the Education Amendments of 1972, as amended.
- e. Title VI of the Civil Rights Act of 1964, as amended.
- f. Section 3 of the Military Selective Service Act.
- g. The Michigan Occupational Safety and Health Act (MIOSHA) #154, of 1974 as amended.
- h. Public Act 278 of 1980, as amended (MCL 423.231 et. seq., State Contracts with Certain Employers Prohibited).
- i. The Michigan Elliott-Larsen Civil Rights Act, P.A. 453 of 1976, as amended.
- j. Grove City Civil Rights Bill, S557-PL-100-259, as amended.

- k. The Michigan Persons With Disabilities Civil Rights Act, P.A. 220 of 1976 as amended.
- l. Equal Employment Opportunity requirements expressed in
  - i. Executive Directive 1975-3 (signed 6/20/75)
  - ii. Executive Directive 1975-6 (signed 12/2/75)
  - iii. Executive Directive 1979-4 (signed 9/7/79)
- m. Executive Order 1259, Debarment and Suspension, 29 CFR Part 98, Section 98.510.
- n. Workforce Opportunity Wage Act, Act 138 of 2014 (MCL 408.411).
- o. Michigan Department of Labor, Employment Standards, Overtime Compensation Rules R 408.721-408.735.
- p. Michigan Payment of Wages and Fringe Benefits Act 390 of 1978, as amended.
- q. Michigan Workers Disability Compensation Act of 1969, and Administrative Rules, as amended.
- r. Michigan Open Meetings Act, MCL 15.261 et. seq., as amended.
- s. The Americans with Disabilities Act.
- t. 2 CFR 200.
- u. All other applicable Federal and State legislation.
- v. Any other laws, regulations and stipulations listed in the Southeast Michigan Consortium's Michigan Works! System Plan and in effect between the Talent Investment Agency and the local Counties (System Plan available upon request).

The Contractor assures full compliance with any and all Equal Employment Opportunity (EEO) and Affirmative Action (AA) policies.

**2. Administrative Entity/WDC Held Harmless**

If awarded a contract, the bidder shall defend, indemnify and hold harmless the Southeast Michigan Consortium Board, Michigan Works! Southeast Workforce Development Board, its officers, agents, member counties and employees from any and all claims and losses incurred by or resulting to any person, firm, or corporation who may be damaged or injured by the bidder in the performance of said contract.

The bidder, if awarded a contract, shall maintain at its expense during the term of the contract the following insurance:

- a. Workers' Compensation Insurance with the Michigan statutory limits and an employers liability insurance with a minimum limit of \$500,000 each accident.
- b. Comprehensive General Liability Insurance with a combined single limit of \$1,000,000 each occurrence for bodily injury and property damage. Policy shall include contractual liability coverage, and personal injury coverage.
- c. If there is to be transportation of participants during the course of the program, Automobile Liability Insurance covering all owned, hired and non-owned vehicles with personal protection insurance and property protection insurance to comply with the provisions of the Michigan No Fault Insurance Law, including residual liability insurance with a minimum combined single limit of \$1,000,000 each accident for bodily injury and property damage.

**3. Certification Regarding Debarment and Suspension**

A prospective recipient of federal assistance funds, in accordance with Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, and Executive Order 12689, 2 CFR 215 Appendix A8, page



26297 is required to certify with an official signature on the Debarment and Suspension form that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in a transaction with any federal department or agency. Attachment A.

#### **4. Certification Regarding Lobbying**

Prospective recipients of federal assistance funds must certify with an official signature on the Certification Regarding Lobbying form that no federally appropriated funds have been used or will be used by the prospective recipient for the purpose of lobbying. Attachment B.

#### **5. Reporting**

If awarded funding, the bidder shall:

- a. Provide access and the rights to examine, transcribe and audit all records, books, papers, tapes or documents related to contract performance.
- b. Record all costs incurred, and report these costs in the manner and format prescribed by and in conformance with applicable Federal/State requirements.
- c. Retain all records pertinent to the program, including financial, participant and statistical records and supporting documents, for at least five (5) years from the date of expiration of any contract awarded as a result of this proposal.

#### **6. Supplemental Nepotism Clause**

The bidder must assure that during the time period of the proposed program, no individuals who are members of the immediate family of the bidder's staff or governing board will be enrolled as program participants in the offered program. Immediate family member is defined as: father, mother, sister, brother, child, aunt, uncle, nephew, niece, grandmother or grandfather.

## **7. Prevention of Fraud and Program Abuse**

To ensure the integrity of the Talent Investment Agency's programs, special efforts are necessary to prevent fraud and other program abuses. Fraud includes deceitful practices and intentional misconduct, such as willful misrepresentation in accounting for the use of program funds. "Abuse" is a general term which encompasses improper conduct which may or may not be fraudulent in nature. While the Talent Investment Agency law and regulations are specific, possible problem areas could include the following: conflict of interest, kickbacks, commingling of funds, charging fees to participants and employers, nepotism and child labor, political patronage, political activities, sectarian activities, unionization and anti-unionization activities/work stoppages and maintenance of effort. Bidders who receive contracts will be required to report immediately any violations in these areas or in problem areas which may later be defined.

## **8. Monitoring**

Staff from the Southeast Michigan Consortium, Workforce Development Board, and/or local Michigan Works! offices will be monitoring, auditing, and evaluating services provided under this Request for Proposals throughout the contract period. Contractors must allow Agency staff or its agent full access to all files and records relating directly to Agency funds, participant case files, accounting files and records, and to any related files and records associated with proper accounting of such funds and participants.

**Proposal Certification**

I hereby certify:

- a. that all information contained in this quotation in response to questions concerning the applicant organization, its operation, and its proposed program, is true and accurate; and
- b. that completion of this proposal is an application for funding and does not ensure that the proposed program will be funded; and
- c. that if selected for the contract, the applicant organization will be bound by the information contained herein as well as by the terms and conditions of the resultant contract or agreement.
- d. that to the best of its knowledge and belief, the cost data are accurate, complete, and current at the time of submission.**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Organization: \_\_\_\_\_

**ATTACHMENT A**

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

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, participants' responsibilities and Executive Order 12689, 2 CFR 215 Appendix A8, page 26297. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19222).

- (1) The prospective recipient of federal assistance funds certifies, by submission of this certification, 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 certification.

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Agency/Organization Authorized Signature

Date

**ATTACHMENT B**

**CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans and Cooperative Agreements

The undersigned certifies, to be 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, any 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 any 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 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 1325, 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 such failure.

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Agency/Organization Authorized Signature

Date



**ATTACHMENT C**  
THE SOUTHEAST MICHIGAN CONSORTIUM/MICHIGAN WORKS! SOUTHEAST  
EQUAL OPPORTUNITY (EO) POLICY STATEMENT  
**EQUAL OPPORTUNITY IS THE LAW**

This policy applies to all organizations in receipt of federally funded employees, contracts, and services of the Southeast Michigan Consortium (SEMC) programs. It is against the law for this recipient of Federal financial assistance to discriminate on the following bases:

- Against any individual in the United States, on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, sex stereotyping, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, political affiliation or belief; and
- Against any beneficiary of applicant to, or participant in programs financially assisted under the Title I of the Workforce Innovation and Opportunity Act (WIOA), on the basis of the beneficiary's citizenship/status as a lawfully admitted immigrant authorized to work in the United States, or his or her participation in any WIA/WIOA Title I-financially assisted program or activity.

The recipient must not discriminate in any of the following areas:

- Deciding who will be admitted, or have access, to any WIA/WIOA Title I-financially assisted program or activity;
- Deciding who will be admitted, or have access, to any Federal or State funded workforce development program or activity
- Providing opportunities in, or treating any person with regard to, such a program or activity; or
- Making employment decisions in the administration of, or in connection with, such a program or activity.

If you think that you have been subjected to discrimination under a WIA/WIOA Title I-financially assisted program or activity, you may file a complaint within 180 days from the date of the alleged violation with the recipient's Equal Opportunity Officer:

**Local Contact**  
**Lisa McAllister, Equal Opportunity Officer**  
Michigan Works! Southeast  
1240 Packard Drive  
Howell, MI 48843  
517-552-2104 (voice), or TTY:711

Or

**Director, Civil Rights Center (CRC)**  
U.S. Department of Labor  
200 Constitution Avenue, NW, Room N-4123  
Washington, D.C. 20210

If you file your complaint with the recipient, you must wait either until the recipient issues a written Notice of Final Action, or until 90 days have passed (whichever is sooner), before filing with Civil Rights Center (see address above). If the recipient does not give you a written Notice of Final Action within 90 days of the day on which you filed your complaint, you do not have to wait for the recipient to issue that Notice before filing a complaint with CRC. However, you must file your CRC complaint within 30 days of the 90-day deadline (in other words, within 120 days after the day on which you filed your complaint with the recipient).

If the recipient does give you a written Notice of Final Action on your complaint, but you are dissatisfied with the decision or resolution, you may file a complaint with CRC. You must file your complaint within 30 days of the date on which you received the Notice of Final Action.

If you have any questions regarding the EO Policy Statement, please discuss them with your assigned staff person.

I have received the EO Policy Statement on \_\_\_\_\_ (Date)

\_\_\_\_\_  
Employer Representative's Name (Printed)

\_\_\_\_\_  
Employer Representative's Signature