



March 4, 2020

Dear Prospective Bidder:

Kinexus Group is a 501c3 private non-profit, non-government agency organized in 1983 to provide workforce and business development services to the tri-county region of Berrien, Cass and Van Buren Counties. It is governed by a board consisting of private industry, community-based organizations, education, labor, non-profits, and governmental officials from the three-county area.

We are seeking proposals from qualified bidders to finance, design, develop, construct, maintain and lease a facility to house all programs provided under Kinexus Group including but not limited to its Berrien County Michigan Works Service Center.

Request for Proposal (RFP) applications as well as an Intent to Bid form will also be available immediately online at <https://www.miworks.org/public-information>. Intent bid forms are important to submit so that your organizations representative receives future communication regarding this bid process including questions and answers during the process.

If you have questions regarding the specifications in the RFP, please e-mail [stacy@Kinexus.org](mailto:stacy@Kinexus.org) no later than 8:00 AM Eastern on 3/27/2020 Please note that **no verbal Q & A will be permitted** regarding product specifications, and all proposers who wish to e-mail questions must file an Intent-to-Bid form with Kinexus Group. Answers to questions will be forwarded to bidders who have filed an Intent-to-Bid form. Please contact me at 269-927-1064, extension 1113 to assure your questions have arrived.

During the bid rating process, Kinexus Group staff may contact you for clarification or additional information.

Thank you for your interest.

Sincerely,

Stacy Neidlinger  
Procurement Specialist



## **Finance, Design, Development, Construction, Maintenance and Lease of Facility**

### **REQUEST FOR PROPOSAL (RFP) TIMELINE**

<b>Date</b>	<b>Action</b>
By 3/6/2020	Notice Sent to Bidders List with RFP
By 3/9/2020	Kinexus Group has RFP application available on miworks.org
By 3/6/2020	Legal Notice sent to Newspaper for publication
3/27/2020	Deadline for receipt of Bidder Questions at 8:00 AM Eastern
4/3/2020	Response to Bidder Questions by 5:00 PM Eastern
4/13/2020	Proposals due at Kinexus Group by 12:00 Noon Eastern
4/27/2020	Approximate Bidder Notification

The dates set forth above are for informational purposes only and Kinexus Group reserves the right to change the dates.



**Request for Proposal**  
**Finance, Design, Development, Construction, Maintenance and Lease of Facility**

**Statement of Need**

Kinexus Group is seeking options to house all programs provided to Berrien County communities in one facility.

**Bidder Qualifications**

To be considered for award of this RFP, the proposing individual or company must meet the following minimum qualifications:

- Have land available to build a facility that meets the minimum requirements outlined in this RFP.
- Have experience overseeing new building construction including design, construction, and financing as well as building maintenance.
- Are not debarred from doing business with the Federal Government

**Proposal Requirements**

This is not a solicitation of sealed bids. Kinexus Group reserves the right, for any reason, to accept or reject any one or more proposals, to negotiate the terms and specifications for the facility, to modify any part of the RFP, or to issue a new RFP. The proposer assumes all liability and the use of such information in developing their proposal. Kinexus Group assumes no responsibility or liability for costs incurred by the proposer in the preparation of a proposal and response to this RFP. Materials submitted in connection with this RFP are for the exclusive use of Kinexus Group.

Kinexus Group reserves the right to request additional information for clarification purposes or to allow corrections to errors or omissions provided errors or omissions do not provide a competitive advantage to any proposer.

The selected proposal may be subject to further negotiation if deemed, at Kinexus Group's sole discretion, to be advantageous to Kinexus Group.

Submission of a proposal indicates acceptance of all terms and conditions set out in this solicitation.

Proposers **may** be requested to appear before the Chief Executive Officer or any designated Senior Management Staff to further discuss the submitted proposal.

The resulting agreement will be for a lease term negotiated with the successful bidder up to ten years with possible renewal option for two consecutive ten-year terms based on satisfactory performance as determined solely by Kinexus Group and pending approval by the Michigan Department of Labor and Economic Opportunity. Kinexus Group would entertain a clause to purchase at the end of the lease period (to be negotiated at that time). A clause for termination due to decrease or elimination of funds with sixty (60) day notice must be included in the lease agreement. Prior to execution of a written Agreement, Kinexus Group may request applicable certificates of insurance.

### Submission Document Checklist

- |  |  |
|--|--|
| <input type="checkbox"/> Attachment I: Cover Page                                      | <input type="checkbox"/> Audit Information                                     |
| <input type="checkbox"/> Attachment II: General Information                            | <input type="checkbox"/> Additional Management Information                     |
| <input type="checkbox"/> Attachment III: Proposal Narrative                            | <input type="checkbox"/> Attachment V: Certification of Debarment and Lobbying |
| <input type="checkbox"/> One Page Summary  | <input type="checkbox"/> Attachment V: Certification Regarding Lobbying        |
| <input type="checkbox"/> Map of Site Location  | <input type="checkbox"/> Attachment V: Equal Opportunity Policy Statement      |
| <input type="checkbox"/> Draft Floor Plan  |  |
| <input type="checkbox"/> Proof of the Ability to Finance Construction of Facility      |  |
| <input type="checkbox"/> Attachment IV: Lessor Administrative Background Questionnaire |  |

### A. KINEXUS GROUP AGENCY BACKGROUND

Kinexus Group is a private, non-profit, community-based organization that operates within the Workforce, Community, and Business Development arena in the tri-county area. A Workforce Development Board (WBD) comprised of representatives from business, education, economic development and community organizations governs the agency and provides direction for staff operations. Kinexus Group acts as the ‘parent’ company of Michigan Works! BCVB, who delivers their Workforce Development activities.

**Kinexus Group Competitive Procurement Policy:** All procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition. Awards shall be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to the recipient, price, quality and other factors considered. Solicitations shall clearly set forth all requirements that the bidder or offeror shall fulfill in order for the bid or offer to be evaluated by the recipient. Any and all bids or offers may be rejected when it is in the recipient’s interest to do so.

### B. INTENDED FACILITY USE

The facility will be utilized for general office and any other legally permitted uses compatible with a first-class office building. Usage may include, but is not limited to, the following groups, services to the public, activities, or offerings; office functions, business solutions activities, skills-based training, education programming geared towards adults and young adults, and community meetings and gatherings. The facility must meet all local ordinances and be ADA compliant.

### C. SITE AND FACILITY REQUIREMENTS

#### 1. Site Location

The facility must be located within Berrien County. Additional considerations will be given to sites:

- Near major roadways for ease to our Paw Paw and Dowagiac facilities
- Offer unrestricted public access to the location
- Located in a municipality that has opted out of the Medical Marihuana Facilities Licensing Act (MMLA) or will be beyond one mile of a proposed marijuana provisioning center in a community that has opted in MMLA
- Co-located, adjacent or close proximity to a WIOA-eligible training provider (<https://jobs.mitalent.org/MITC/Program/ProgramList>)

## **2. Access**

Kinexus Group shall have access to the parking facilities, building and premises twenty-four (24) hours per day, seven (7) days per week at no extra cost. Outdoor facility entry doors shall be compatible with a key fob/automatic strike system. Inside the facility, areas will need to have secure access between public and private (staff) areas.

## **3. Facility Space and Floor Plan**

Kinexus Group desires approximately 40,000 usable square feet of office space that may be constructed in two phases with a minimum of 23,000 square feet in phase one. Space should be configurable to allow a 'general public' area and an 'employees only' area, also separated by a secure entry system. The facility shall be fully equipped with appropriately upkept fire extinguishers, and fire suppression system.

The proposal should incorporate these numbers on a usable and rentable basis. Please identify the basis upon which the Landlord will calculate these square footages referenced in the Landlord's proposal.

The layout should include the following areas depicted in Table I. Definitions include:

- Private Staff Office = walls to ceiling, privacy door with space for desk, staff chair and 2 guest seats
- Open Office Area = space to accommodate approximately 6'3" x 6'3" cubicles
- Large Enclave = Collaboration room with 10-15 seats
- Small Enclave = Collaboration room with 3-5 seats
- Open Collaboration Space and Staff Common Area = area for kitchenette, vending machines, printer/copy/fax

\* Note: "Usable" square footage measures the actual occupiable area of a floor or an office suite. It is the space required to house personnel and furniture. "Rentable" square footage measures the tenants' pro-rata share of the entire office building floor of occupancy.

TABLE I: FACILITY SPACE REQUIREMENTS		
Phase Details	Area Type	Space Requirements
<b>Phase One</b>  Approximately 23,000 square feet  Completion by August 2021	Public Area	<ul style="list-style-type: none"> <li>▪ Client Reception Center with Open Computer Lab Area with 15-20 Touch Down Spaces and Access Resources</li> <li>▪ Restrooms</li> <li>▪ Access to public line phones and fax</li> </ul>
	Program Space	<ul style="list-style-type: none"> <li>▪ Open Reception Area and Learning Space</li> <li>▪ Special Purpose Training Room with Sink</li> <li>▪ 2 Adult Education/Bridge Academy Classrooms with Seating for Up to 30 Adults in each Room</li> <li>▪ Student Commons Area (vending machines, kitchenette)</li> <li>▪ 3 Private Staff Offices</li> <li>▪ Open Office Area for 7 Cubicles with approximately 42" Wall Height</li> </ul>
	Partner Space	<ul style="list-style-type: none"> <li>▪ 4 Private Staff Offices</li> <li>▪ Open Office Area for 10 Cubicles with approximately 42" Wall Height</li> </ul>
	Staff Space	<ul style="list-style-type: none"> <li>▪ Open Office Area for 20 Cubicles with approximately 42" Wall Height</li> <li>▪ 2 Small Enclaves</li> <li>▪ Open Collaboration Space and Staff Common Area</li> <li>▪ Mother's Room</li> <li>▪ Restrooms</li> </ul>
	General	<ul style="list-style-type: none"> <li>▪ 2 File Storage Areas</li> <li>▪ Janitorial</li> <li>▪ IT Closet</li> </ul>
<b>Phase Two</b>  Approximately 17,000 square feet  Completion no later than April 2022	Staff Space	<ul style="list-style-type: none"> <li>▪ Executive Office</li> <li>▪ Executive Office Conference Room</li> <li>▪ 4 Private Staff Offices</li> <li>▪ Open Office Area for 44 Cubicles with approximately 42" Wall Height</li> <li>▪ Open Office Area for 4 Cubicles with approximately 54" Wall Height with Windows</li> <li>▪ 2 Large Enclaves</li> <li>▪ 5 Small Enclaves</li> <li>▪ Open Collaboration Space and Staff Common Area</li> <li>▪ Restrooms</li> </ul>
	General	<ul style="list-style-type: none"> <li>▪ 2 File Storage Areas</li> <li>▪ Janitorial</li> <li>▪ IT Closet (if necessary)</li> </ul>

**4. Parking**

The site must include, at a minimum, approximately 150 parking spaces including ADA accessible spaces as dictated by law. Ideally, parking will be able to be divided into 'general public' parking (approximately 90 spaces) and 'staff' parking (approximately 60 spaces).

**5. Utilities**

Costs of all maintenance and upkeep are to be included in the proposed lease. Specifically: property taxes, landscape, snow removal, solid waste services, HVAC, and general maintenance and upkeep.

**6. Network and Telecommunication Services**

The facility must have high-speed internet (min. 500 Mbps) and/or fiber service available for our computer system requirements. Building should be wired with at minimum certified Cat6 wiring for both telephone and data lines. Any additional wiring to meet technology requirements for the buildout shall be borne by the landlord. All wiring needs in the future shall be borne by the proposer.

**7. Carpeting and/or Flooring**

Carpeting and/or flooring, including updating, replacing, and refurbishing on a consistent and reasonable basis, is to be included in the proposed lease cost.

**8. Heating, Ventilation, and Air Conditioning (HVAC)**

Kinexus Group requires HVAC, electronically and spatially controlled. In your proposal, attach HVAC specifications and the basis upon which consumption is calculated (metering, survey, etc.). The type of system and its benefits should also be referenced.

**9. Taxes**

Property taxes on the leased premises shall be responsibility of the landowner. Taxes on the personal property of Kinexus Group shall be the responsibility of Kinexus Group. All other taxes shall be the responsibility of the party incurring same.

**10. Americans With Disabilities Act (ADA) Compliance**

The Proposer must also indemnify and hold Kinexus Group harmless from any and all liabilities arising out of building changes required by the ADA. Proposed building must be ADA compliant. Proposer must acknowledge and agree to expend all monies necessary to comply with Public Law, also known as the Americans with Disabilities Act (ADA), including all incorporated statutes, rules and regulations.

Section 188 of the WIOA.

- Section 504 of the Rehabilitation Act of 1998, as amended.
- Titles I and II of the Americans with Disabilities Act (ADA).
- The ADA Accessibility Guidelines or the Uniform Federal Accessibility Standards.

**11. Facility Maintenance**

All repairs and/or maintenance of the facility are to be included in the proposed lease cost. This includes, but not limited to, changing lightbulbs and ballasts, pest control, snow removal, salting of walkways, building maintenance, HVAC maintenance, ground maintenance, or any other

maintenance as a result of normal wear and tear. Would NOT include maintenance or repair due to negligence of the renter.

## **12. Renovations and Buildouts**

All costs of necessary renovations and/or buildouts to fulfill the request for proposal shall be borne by the landlord. All future costs for renovations and/or buildouts beyond phase two shall be borne by the proposer.

## **13. Lease Terms and Options**

- a. Lease terms are negotiable; leases may be extended at a further date.
- b. Kinexus Group will have the option to terminate the lease at any time without penalty costs should adequate federal and state funds become unavailable.
- c. Kinexus Group shall be granted a right of first refusal for all contiguous space on the adjoining offices during the term of the lease and any renewals thereof, and have the right to acquire same at the terms and conditions offered to a bona fide third party prospect with Kinexus Group having thirty (30) days prior written notice to obtain or reject said space.

## **D. SUCCESSFUL PROPOSER RESPONSIBILITIES**

The successful proposer shall have all of the following responsibilities:

- **Coordination:** Coordinate all aspects of this project to its successful conclusion
- **Project Management:** Provide or assign an individual that will act as the Project Manager to oversee all aspects of the work and be the main contact for Kinexus Group
- **Scheduling:** Provide a schedule that responds to the activities of the project with key dates and move-in
- **Design Services:** Employ the services of a licensed architect to prepare plans and specifications for Kinexus Group approval prior to any tenant improvements or new construction
- **Financing:** Provide evidence of required capital to construct facility prior to activation of lease terms
- **Construction:** Provide all labor and materials to construct improvements or new office spaces for Kinexus Group. Construction must be done in compliance with the Uniform Public Construction Cost Accounting Act, Public Contract Code 22000 et seq.
- **Facility Assessment:** Perform a facility assessment to certify all areas identified as public access and public services meet or exceed state and federal accessibility regulations in conformance with Americans with Disabilities Act (ADA). The proposer must be prepared to retrofit existing spaces and/or construct new spaces to meet both Michigan and Federal ADA standards

Kinexus Group will provide a contact person for this project who will respond directly to the successful proposer's inquiries and who will coordinate with the proposer's project manager. The successful proposer will periodically report to the Chief Operations Officer on the progress of the project.



**E. CLOSING AND SUBMISSION DATE**

Electronic or hardcopy proposals must be received by Kinexus Group no later than 12:00 Noon Eastern on 4/1/2020. Late proposals will not be considered. Electronic proposals must be submitted in PDF or MS Office file formats.

Send electronic proposals to: [stacy@Kinexus.org](mailto:stacy@Kinexus.org)

Mail Hardcopy proposals to: Stacy Neidlinger  
Procurement Specialist  
Kinexus Group  
330 W. Main Street, Suite 110  
Benton Harbor, MI 49022

*Note: It is your responsibility to assure that your bid/questions have arrived. Please confirm receipt of electronic proposals and questions by contacting Stacy Neidlinger at 269-927-1064 ext. 1113. **If you are sending a hard copy version, please include an electronic version scanned onto a thumb drive or something similar for electronic archival purposes. This should include all attachments/submitted items.***

**F. INQUIRIES**

If you have specific questions regarding the goods and services requested in this RFP, submit them via email to Stacy Neidlinger at [stacy@Kinexus.org](mailto:stacy@Kinexus.org) no later than 8:00 AM EST 3/13/2020. **Verbal Q&A will not be permitted.** To ensure equitable dissemination of information, responses to e-mailed questions will be forwarded to all proposal offerors who identify themselves as interested bidders.

**G. COST OF PROPOSAL PREPARATION**

All costs incurred in the preparation of a response to this RFP will be at the responsibility of the offeror and will not be reimbursed by Kinexus Group.

**H. RIGHT TO REJECT**

Kinexus Group reserves the right to reject any and all proposals, in whole or in part, to waive any informalities or irregularities in the proposals received, and to accept any proposal in whole or in part that is deemed most favorable to Kinexus Group.

**I. SELECTION CRITERIA**

Proposals will be evaluated on the following criteria using a weighted scale.

Criteria	Maximum Points Possible
Past Performance, Expertise and Experience	25
Location	35
Budget/ Lease Costs	20
Facility Description	20
<b>Total Possible Points</b>	<b>100</b>

**ATTACHMENT I: COVER PAGE**  
**RFP- Finance, Design, Development, Construction, Maintenance and Lease of Facility**  
**Request for Proposal – please fill in this form**

\_\_\_\_\_  
Applicant Organization

\_\_\_\_\_  
Federal ID Number

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

\_\_\_\_\_  
Printed Name and Title of Applicant's Signatory Authority

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Email Address

**Certification**

**I certify that I have been authorized to submit and sign this proposal on behalf of the submitting organization(s). In addition, I certify that the entire proposal is true and accurate and to the best of my knowledge the projected costs are reasonable and necessary for the proposed Service and do not duplicate other funds already available, or which will be available, to pay the projected costs. I also certify that my organization will implement this project in compliance with the stipulations and guidelines set forth by Kinexus Group.**

\_\_\_\_\_  
**Signature of Authorized Representative**

\_\_\_\_\_  
**Date**

## ATTACHMENT II: GENERAL INFORMATION

Please answer the following questions. Please read the RFP in its entirety before forming your response. Do not delete or alter the questions in the proposal. Only add your responses in the sections where responses are required.

**Type of organization:** ☐ Private Non-Profit ☐ Private For-Profit  
☐ Public Government ☐ Other (Specify) Click or tap here to enter text.

**Ownership Check Any/All that apply:** ☐ Veteran ☐ Minority ☐ Woman ☐ Small Business

**Proposed Design Start Date:** Click or tap to enter a date.

**Proposed Lease Start Date:** Click or tap to enter a date.

**Total Annual Rent for proposed Facility. (See "Lease Requirements" section of the RFP).**  
Click or tap here to enter text.

Please list the name and title of any owners, members of the board of directors and any other officers of the submitting agency, corporation or business submitting this proposal who are present members of the Berrien-Cass-Van Buren Workforce Development Board and/or staff of Kinexus Group. Answer "N/A" if none.

Click or tap here to enter text

Please list any potential or real conflict of interest with members of the Workforce Development Board and or Kinexus Group. If there are no real or apparent conflicts of interest, answer, "N/A".

Click or tap here to enter text

Please list 3 business references.

Reference #1:	Name:	_____
	Business:	_____
	Phone Number:	_____
Reference #2:	Name:	_____
	Business:	_____
	Phone Number:	_____
Reference #3:	Name:	_____
	Business:	_____
	Phone Number:	_____

## **ATTACHMENT III: PROPOSAL NARRATIVE**

### **PROPOSAL NARRATIVE FORMAT / STYLE REQUIREMENTS FOR RESPONSE:**

- ✓ Number pages
- ✓ Use 11-point font
- ✓ Limit proposal narrative to a maximum of 20 pages – excluding Attachments I, II, IV, V and maps

#### **A. SUMMARY**

Provide a concise one-page summary of the proposed site and facility. The summary should give a description of the proposed site and what is included with the site. This should be written in terms that someone with no understanding of building design could understand.

#### **B. LEASE REQUIREMENTS**

Discuss, point by point and in order, how the proposed lease/facility either meets, exceeds, or falls short of the requirements as specified in this RFP.

#### **C. DESCRIPTION OF THE PROPOSED SITE AND BUILDING**

A complete description of the site and building including:

1. Legal name of site ownership
2. Site location (Include Map of Site Location)
3. Proximity, in terms of time and distance, to major arterial streets and highways
4. Status of municipality participation in the MMLA
5. Building type (design)
6. Site (zoning, lot size, configuration, setbacks, expansion space available if any)
7. Features of the property, including access to resources that would be available at no cost
8. Parking information (number of stalls, location, lighting, security).
9. Building construction (if applicable)
10. Building contractor (if applicable)
11. Architect (If applicable)
12. Mechanical engineer (if applicable)
13. Completion date for Phase I
14. Completion date for Phase II
15. Percentage of building leased and occupied (if Kinexus Group is not sole tenant)
16. Major tenancies

#### **D. DRAFT FLOOR PLAN**

Provide a draft floor plan of the proposed site. Include build out scenarios.

#### **E. TIME PERIOD FOR ACTIVITIES**

Outline the activities and timeline to take occupancy possession by the required time.

#### **F. QUALIFICATIONS AND EXPERIENCE**

Discuss your qualifications and experience with designing special needs sites including a list of project work similar to the work requested in this RFP

#### **G. BUDGET**

Specify a total lease cost for ten years with the two extensions of ten years each. Describe the circumstances which would warrant a lease cost increase, if any.

## ATTACHMENT IV: LESSOR ADMINISTRATIVE BACKGROUND QUESTIONNAIRE

### A. AUDITS

1. Has your organization been audited within the last 3 years? \_\_\_\_\_ **Yes** \_\_\_\_\_ **No**

If yes, include a copy of the most recent management letter and audit opinion as an addendum to this proposal.

2. Indicate what action, if necessary, has been taken in regard to audit letters and opinions.

[insert text here]

### B. MANAGEMENT

1. Indicate the proposal offeror's experience over the past four years in reference to the following items.

Yes	No	
_____	_____	a. Grievance or complaint against the organization (not including discrimination);
_____	_____	b. Lawsuits or judgment;
_____	_____	c. Investigations of fraud, abuse, conflict of interest; political activities; nepotism, or any criminal activities;
_____	_____	d. Default or breach of contract;
_____	_____	e. Cancellation or nonrenewal of contracts due to non-performance or poor performance;
_____	_____	f. Bankruptcy or receivership by the organization or a parent organization;
_____	_____	g. Discrimination complaints or rulings against the agency.

2. If yes was checked for any of the above items, information must be provided which should include at a minimum:

- a. Date item checked was initiated;
- b. Party or parties involved with specific reference to WIOA or other Federal funds;
- c. Brief description of the circumstances;
- d. Final disposition and date;
- e. Brief explanation of whether action is still pending, and if so the status.

Failure to include the above information or to omit relevant information will be grounds for not awarding a contract or canceling a contract.

## **ATTACHMENT V: CERTIFICATIONS**

### **Debarment and Lobbying**

**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 (3 CFR, 1986 Comp.); Executive Order 12689 Debarment and Suspension (3 CFR, 1989 Comp.); 2 CFR Part 215, Appendix A, Section 8; 13 CFR Part 145; and 29 CFR Part 98, Section 98.510, Participants' Responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

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

- (1) The prospective recipient of federal assistance funds certified, 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.

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Printed Name and Title of Authorized Representative

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Signature of Authorized Representative

## 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 this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to 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", "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 low tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized the DOL.
6. The prospective recipient of Federal assistance funds further agrees by submitting his proposal that it will include clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions", without modification, in all lower tier covered transactions and in all solicitation 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 is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it known that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Procurement or Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishing a system of records on order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

## CERTIFICATION REGARDING LOBBYING

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contract under grants, loans, and cooperative agreements) and that all Subrecipient shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <div style="border-bottom: 1px solid black; height: 1.2em; width: 100%;"></div> <div>SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL</div>	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <div style="border-bottom: 1px solid black; height: 1.2em; width: 100%;"></div> <div>TITLE</div>
<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <div style="border-bottom: 1px solid black; height: 1.2em; width: 100%;"></div> <div>APPLICATION ORGANIZATION</div>	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <div style="border-bottom: 1px solid black; height: 1.2em; width: 100%;"></div> <div>DATE</div>



## **EQUAL OPPORTUNITY POLICY STATEMENT**

### **State of Michigan (WDA/TIA)- KINEXUS GROUP**

THIS POLICY APPLIES TO ALL PROGRAMS ADMINISTERED BY THE Workforce Development Agency, State of Michigan and Kinexus Group. It is the policy of the State of Michigan and Kinexus Group to assure that equal opportunity will be provided under any contract, program, or activity funded in whole or in part with funds made available by or through any state department, institution, or agency. All 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 status, arrest record, handicap, or other non-merit factors.

This policy applies to all programs administered by the State, subgrantees, 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 subgrantees 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 subgrantees and contractors to comply with this policy will jeopardize initial, continued, or renewed funding under federal and state-funded programs. The Workforce Innovation Act(WIOA) further requires for all programs receiving WIOA funds the following assurance:

As a condition to the award of financial assistance under WIOA from the Workforce Development Agency, State of Michigan the grant applicant assures, with respect to operation of the WIOA-funded program or activity and all agreements or arrangements to carry out the WIOA-funded program or activity, that it will comply fully with nondiscrimination and equal opportunity provisions of the Workforce Innovation and Opportunity Act of 2014, as amended; including the nontraditional Employment for Women Act of 1991; Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; Title IX of the Education Amendments of 1972, as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR Part 38. The United States has the right to seek judicial enforcement of this assurance.

Issued by: Workforce Development/Talent Agency, State of Michigan

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Signature of Contractor Authorized Representative

**This section is for informational purposes only; should you be awarded the contract, these requirements must be strictly adhered to.**

#### **A. STIPULATIONS**

1. In connection with the performance of work, the CONTRACTOR agrees or certifies as follows: The CONTRACTOR will not discriminate against any employee, applicant for employment, or applicant for services provided by any DLEG funds because of Race, Religion, Color, National Origin, Sex, Age, Height, Weight, Marital Status, Disability, Arrest Without Conviction, or other categories or groups protected by the law. The CONTRACTOR will take affirmative action to ensure that applicants receive services, that applicants are employed and that employees are treated during employment without regard to Race, Religion, Color, National Origin, Sex, Age, Height, Weight, Marital Status, Handicap, Arrest Without Conviction, or other categories or groups protected by law. Such action will include, but is not limited to, the following: Employment, Upgrading, Demotion or Transfer, Recruitment Advertising, Layoff or Termination, Rates of Pay or other forms of Compensation, and Selection for Training, including Apprenticeship. See:
  - a. Executive Order 11246, as amended by 11375 (41 CFR parts 60-64);
  - b. The Rehabilitation Act of 1973, as amended, Sections 503 and 504 (29 USC 793 and 794), PL 93-112;
  - c. The Americans with Disabilities Act of 1990 (42 USC 12101 et seq.), PL 101-336;
  - d. The Immigration and Naturalization Act of 1986 (8 USC 1324a), PL 99-603;
  - e. The Age Discrimination Act of 1975, as amended (29 USC 621), PL 94-135;
  - f. The Family and Medical Leave Act of 1993 (29 USC 2601), PL 103-3;
  - g. The Pregnancy Discrimination Act of 1975 (92 Stat 2076), PL 95-555;
  - h. The Civil Rights Act of 1964, Titles VI and VII (42 USC 2000 et seq.), PL 88-352;
  - i. The Civil Rights Act of 1968, Title VIII (42 USC 3601 et seq.), PL 90-284;
  - j. The Civil Rights Restoration Act of 1991 (20 USC 1686-1688), 29 USC 706 and 709, 42 USC 2000[d]-4[a] and 6107) PL 100-259;
  - k. The Education Amendments of 1972, Title IX, as amended (29 USC 1681), PL 92-318, PL 93-568, and PL 94-482;
  - l. The Older Americans Act of 1965 as amended (47 USC 3001 and 3056 et seq.), PL 89-73;
  - m. Military Selective Service Act, Title I, Section 3, as amended (50 USC 453), PL 97-86;
  - n. Affirmative Action Provisions of the Vietnam Era Veterans' Readjustment Assistance Act, as amended (38 USC 4218), PL 94-482;
  - o. Equal Pay Act of 1963, as amended (29 USC 206d, PL 88-38);
  - p. The Privacy Act of 1974 (5 USC 552a[e][3], PL 93-579;
  - q. The Elliott Larsen-Civil Rights Act, as amended (MCLA 37.2101 et seq.), 1976, PA 456;
  - r. The Whistle Blower's Protection Act (MCLA 15.361 et seq.), 1980 PA 469;
  - s. Persons with Disabilities Civil Rights Act (MCLA 37.1101 et seq.) PA 220 of 1976;
  - t. The Federal Hatch Act (5 U.S.C. Sections 1501-1508)

2. The CONTRACTOR must comply with all applicable Federal and State laws including, but not limited to, the following:
  - a. The Michigan Youth Employment Standards Act, as amended (MCLA 409.101-124), PA 90 of 1978; or the Federal Child Labor Regulations, Part 570, as amended, whichever is more stringent.
  - b. Michigan Minimum Wage Law, as amended (MCLA 408.381-398), PA 154 of 1964;
  - c. Michigan Payment of Wages and Fringe Benefits, as amended (MCLA 408.471-583), PA 390 of 1978; and Overtime Protection (MCLA 408.477), PA 390 of 1978);
  - d. Michigan Workers' Disability Compensation Act, as amended (MCLA 418.101-941); and Administrative Rules, PA 317 of 1969;
  - e. Michigan Open Meetings Act, as amended (MCLA 15.261 et. seq), PA 267 of 1976;
  - f. Michigan Contracts with Employers Engaging in Unfair Practices, as amended (MCLA 423.321 et seq.), PA 278 of 1980;
  - g. Michigan Occupational Safety and Health Act, as amended (MCLA 408.1001-1094); PA 154 of 1974;
  - h. Michigan Right to Know Act (MCLA 408.1014a-1014n), PA 80 of 1986;
  - i. MCL 35.1093 (PA 39 of 1994), insuring delivery of effective and equitable employment services to Veterans;
  - j. Social Welfare Act 280, P.A. 1939, as amended (MCLA 400.55a and 400 56f);
  - k. Title IV-F of the Social Security Act (P.L. 74-271), as amended;
  - l. Michigan welfare policy provisions; Public Act 223 of 1995;
  - m. Title IV-A of the Social Security Act (P.L. 74-271) as amended;
  - n. Forty-five Code of Federal Regulations (CFR); Parts 201-257;
  - o. Food Stamp Act of 1977 (P.L. 105-33) as amended;
  - p. Seven Code of Federal Regulations (CFR); Parts 271, 272, 273;
  - q. The Workforce Investment Act of 1998.
  - r. The Workforce Innovation and Opportunity Act
3. Progress payments and final payments to the CONTRACTOR are subject to KINEXUS GROUP's approval based upon the progress and quality of the CONTRACTOR's performance.
4. The Contract is subject to audit.
5. The CONTRACTOR shall be liable to repay, from other than Federal, State or contract funds, any disallowed costs.
6. The CONTRACTOR shall have all personnel bonded who are authorized to act in its behalf for the purpose of receiving funds. The amount of coverage shall be the lessor of:
  - a. \$1,000,000; or
  - b. The greatest amount planned for immediate needs during the contract period.

7. The CONTRACTOR shall indemnify, defend, and hold harmless KINEXUS GROUP, its departments, divisions, agencies, sections, commissions, officers, employees, and agents, from and against all losses, liabilities, penalties, fines, damages, and claims (including taxes), and all related costs and expenses (including reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgment, interest, and penalty), arising from or in connection with any of the following:
- a. any claim, demand, action, citation, or legal proceeding against KINEXUS GROUP, its employees and agents arising out of or resulting from (1) the product provided or (2) performance of the work, duties, responsibilities, actions, or omissions of the CONTRACTOR or any of its subcontractors under this contract;
  - b. any claim, demand, action, citation, or legal proceeding against KINEXUS GROUP, its employees and agents arising out of or resulting from a breach by the CONTRACTOR of any representation or warranty made by the CONTRACTOR in this contract;
  - c. any claim, demand, action, citation, or legal proceeding against KINEXUS GROUP, its employees and agents arising out of or related to occurrences that the CONTRACTOR is required to insure against as provided for in this contract;
  - d. any claim, demand, action, citation, or legal proceeding against KINEXUS GROUP, its employees and agents arising out of or resulting from the death or bodily injury of any person, or the damage, loss, or destruction of any real or tangible personal property, in connection with the performance of services by the CONTRACTOR, by any of its subcontractors, by anyone directly or indirectly employed by the CONTRACTOR, or by anyone for whose acts the CONTRACTOR may be liable; provided, however, that this indemnification obligation shall not apply to the extent, if any, that such death, bodily injury, or property damage is caused solely by the negligence or reckless or intentional wrongful conduct of KINEXUS GROUP;
  - e. any claim, demand, action, citation, or legal proceeding against KINEXUS GROUP, its employees and agents which results from an act or omission of the CONTRACTOR or any of its subcontractors in its capacity as an employer of a person;
  - f. any claim, demand, action, citation, or legal proceeding against KINEXUS GROUP, its employees and agents incurred in connection with any action or proceeding threatened or brought against the state to the extent that such action or proceeding is based on a claim that any piece of equipment, software, commodity, or service supplied by the CONTRACTOR or its subcontractors, or the operation of such equipment, software, commodity, or service, or the use or reproduction of any documentation provided with such equipment, software, commodity, or service infringes any United States or foreign patent, copyright, trade secret, or other proprietary right of any person or entity, which right is enforceable under the laws of the United States. In addition, should the equipment, software, commodity, or service, or the operation thereof, become, or in the CONTRACTOR's opinion be likely to become, the subject of a claim of infringement, the KINEXUS GROUP shall at the CONTRACTOR's sole expense (i) procure for the state the right to continue using the equipment, software, commodity, or service or, if such option is not reasonably available to the CONTRACTOR, (ii) replace or modify the same with equipment, software, commodity, or service of equivalent function and performance so that it becomes non-infringing, or, if such option is not reasonably available to the CONTRACTOR, (iii) accept its return by the state with appropriate

credits to the state against the CONTRACTOR's charges and reimburse the state for any losses or costs incurred as a consequence of the state ceasing its use and returning it.

In any and all claims against KINEXUS GROUP, or any of its agents or employees, by any employee of the CONTRACTOR or any of its subcontractors, the indemnification obligation under the contract shall not be limited in any way by the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR under workers' disability compensation acts, disability benefits acts, or other employee benefits acts. This indemnification clause is intended to be comprehensive. Any overlap in subclauses, or the fact that greater specificity is provided as to some categories of risk, is not intended to limit the scope of indemnification under any other subclause.

8. KINEXUS GROUP may cancel this plan for any of the following reasons:

- a. Default of the Contractor: In case default by the CONTRACTOR, KINEXUS GROUP may immediately cancel the plan without further liability to KINEXUS GROUP, its departments, agencies, and employees. KINEXUS GROUP may procure the articles or services from other sources, and may hold the CONTRACTOR responsible for any excess costs incurred. Default is defined as the failure of the CONTRACTOR to fulfill the obligations of the quotation, contract, or purchase order.
- b. Lack of Further Need for the Service or Commodity: In the event the state no longer needs the service or commodity specified in the plan or purchase order due to program changes, changes in law, rules or regulations, relocation of offices, or insufficient funding, KINEXUS GROUP may cancel the contract or purchase order, without further liability to KINEXUS GROUP, its department, and employees by giving the CONTRACTOR written notice of such cancellations 30 days prior to the date of cancellation.
- c. Failure of the Legislature or the Federal Government to Provide the Necessary Funding: In the event the Legislature or the federal government fails to provide or terminates the funding necessary for this plan, KINEXUS GROUP may cancel the plan by providing written notice to the CONTRACTOR 30 days prior to the date of cancellation provided, however, that in the event the action of the Legislature or federal government results in an immediate absence or termination of funding, cancellation may be made effective immediately upon delivery of written notification to the CONTRACTOR. In the event of a termination under this sub-paragraph, the CONTRACTOR shall, unless otherwise directed by KINEXUS GROUP in writing, immediately take all reasonable steps to terminate its operations under and to avoid and/or minimize further expenditures under the plan.
- d. Upon Order of a Court or Direction by the Federal Government: In the event of a court order halting or suspending activities under the plan or, in the case of a plan involving federal funds or otherwise subject to federal oversight, issuance of an order or directive by the federal government halting or suspending activities under the plan, the state shall promptly notify KINEXUS GROUP in writing of the entry or receipt of such order or directive. In the event of a termination or suspension of the plan under this sub-paragraph, KINEXUS GROUP shall, unless otherwise directed by the state in writing, immediately take all reasonable steps to terminate its operations and to avoid and/or minimize further expenditures under the plan.
- e. Criminal Conviction: KINEXUS GROUP may immediately cancel the plan or purchase order without further liability to KINEXUS GROUP, its departments, and employees, if the CONTRACTOR or an officer of the CONTRACTOR, is convicted of a criminal offense incident to

the application for or performance of a state, public, or private contract or subcontract; or convicted of a criminal offense including, but not limited to, any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public or KINEXUS GROUP employee to breach the ethical conduct standards for KINEXUS GROUP or State of Michigan employees; convicted under state or federal antitrust statutes; or convicted of any other criminal offense which in the sole discretion of KINEXUS GROUP, reflects on the Workforce Development Board's business integrity.

9. The performance of work under this contract may be terminated in whole or in part, whenever for any reason, KINEXUS GROUP shall determine that termination is in the best interests of KINEXUS GROUP. Any such termination shall be instituted by delivery to the CONTRACTOR of a written notice specifying the extent to which performance of the work under the contract is terminated and the date on which termination becomes effective. The contract shall be equitably adjusted to compensate for termination and modified accordingly.
10. The CONTRACTOR shall not assign or subcontract any part of this contract or the responsibilities stated herein without prior written permission from Kinexus Group in compliance with 20CFR 626.420 (h).
11. The CONTRACTOR must comply with Section .42 of OMB Circular A-110 (Conflict of Interest) which states: No employee, officer, or agent shall participate in the selection, award or administration of a contract supported by Federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his/her immediate family, his/her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the recipient shall not solicit gratuities, favors, or anything of monetary value from CONTRACTORS, or parties to sub agreements. The officers, employees, and agents of the recipient shall not accept gratuities, favors, or anything of a monetary value over \$100 (annually) from CONTRACTORS, or parties to sub agreements. Noncompliance with this policy will result in a penalty to the CONTRACTOR which will include disallowed costs and/or termination of the contract.

## **B. OTHER CONTRACT OBLIGATIONS**

1. The CONTRACTOR shall provide all services listed in the "Statement of Work" appropriate for the level of funding provided through the contract.
2. Policy Issuances issued by the Michigan Department of Labor and Economic Growth subsequent to the start date of this contract, if different from the terms of this contract, shall supersede this contract and serve as a contract modification.
3. Adherence to Policy Memorandums set forth by Kinexus Group.

### **C. REPORTING REQUIREMENTS**

1. The CONTRACTOR shall keep and maintain all pertinent records relating to this contract and make them available to KINEXUS GROUP for inspection and reproduction at all reasonable times. These records shall be kept and maintained until the latter of the following:
  - a. The term of this contract and for seven (7) years thereafter;
  - b. Until a final audit, any litigation or claim arising from this contract is completed and/or resolved or;
  - c. Such longer period as may be required by applicable law or regulation.