

REQUEST FOR Proposal
FOR
Integrated Education and Training

Released by:
Indiana Department of Workforce Development
January 4, 2016

Proposal Submission Due: 10:00a.m. EST, January 18, 2016

Section I – Introduction

The Indiana Department of Workforce Development (IDWD) is issuing a Request for Proposals (RFP) to select a qualified provider to supply Integrated Education and Training services in accordance with the scope of work, proposal preparation section, and specifications contained in this document. It is the intent of IDWD to select one provider to provide statewide services as outlined in the scope of work. This RFP is being posted to the IDWD website (<http://www.in.gov/dwd/2678.htm>) for downloading. Neither this RFP nor any response (proposal) submitted hereto are to be construed as a legal offer.

IDWD plans to offer Integrated Education and Training (IET) services as defined in the Workforce Innovation and Opportunity Act (WIOA): "...means a service approach that provides adult education and literacy activities concurrently and contextually with workforce preparation activities and workforce training for a specific occupation or occupational cluster for the purpose of educational and career advancement." (WIOA, Sec 203 (11)).

IDWD is interested in providers who can offer online administration of IET services that focus on manufacturing related/advanced manufacturing sector certifications. Only proposals which demonstrate effective online administration of training services in manufacturing will be considered.

Section II – Scope of Work

The purpose of this RFP is to select providers that can satisfy the IDWD need for the provision of Integrated Education and Training services to all identified Workforce Regions.

See Appendix A for IDWD Workforce Economic Regions. IDWD will be seeking one provider to provide statewide coverage.

Providers chosen for this RFP shall provide the following:

1. Web based IET services that result in industry recognized credential.
2. Education to IDWD Workforce Regions and all key stakeholders on available services and certifications available via IET.
 - a. Work with IDWD on identifying key stakeholders as it pertains to this RFP.
3. Student support services such as:
 - a. Technical assistance for accessing/trouble shooting online services
 - b. Education and Career coaching and mentoring
 - c. Utilize students to serve in an advisory capacity to:
 - i. Develop an alumni program
 - ii. Give feedback on the program
 - iii. Give testimonials for the program
 - iv. Speak to potential students/employers
4. Employer support such as:
 - a. Identify and cultivate relationships with industry partners who are:
 - i. Willing to provide input into the development of training program content, identifying relevant competencies and credentials that are important for manufacturing related/advanced manufacturing sector certifications.
 - ii. Willing to commit to interview and hire students who complete the IET services.
5. Identification of students who are Basic Skills Deficient by one of the following:

- a. Identifying students who are basic skills deficient through referrals/partnerships with existing IDWD (via WIOA Title II) funded Adult Education programs and/or WorkOne Career Centers. See IDWD Interim Guidance on WIOA Title I Adult Priority of Service Memo for IDWD definition of Basic Skills Deficient at http://www.in.gov/dwd/files/Priority_of_Service_interim_guidance_final.pdf
 - i. Contact information for Adult Education providers can be found at: http://www.in.gov/dwd/adulted_locations.htm
 - ii. Contact information for WorkOne Career Centers can be found at: <http://www.in.gov/dwd/WorkOne/locations.html>
 - b. Administering the Test of Adult Basic Education (TABE)
 - i. See IDWD policy 2013-08 for details
 1. Respondents who are unfamiliar with administering the TABE should reach out to the assessment vendor; Data Recognition Corp at <http://www.datarecognitioncorp.com/Pages/contacts.aspx>
6. Basic Foundational Skills by one of the following:
- a. Online administration of basic skills education that remediates students to High School Equivalence/Diploma levels. This could include preparing students to pass the Indiana High School Equivalence Assessment or a College or Career Ready Assessment. Such education should be provided in accordance with the WIOA definition of Integrated Education and Training, found in the Introduction Section above. OR
 - b. Partnering with an existing IDWD (via WIOA Title II) funded Adult Education provider.
 - i. Partnering could include a shared referral process or MOU between respondent and Adult Education provider with roles and responsibilities outlined by each entity.
 1. Contact information for Adult Education providers can be found at: http://www.in.gov/dwd/adulted_locations.htm
7. Employability Skills Training as part of the IET services.
8. Quarterly reports on outcomes and progress on industry and stakeholder partnerships.
- a. The format of this report will be determined by selected provider and IDWD.
9. End of the grant report
- a. The format of this report will be determined by selected provider and IDWD.

Outcomes:

1. 90% completion rate of IDWD funded students from IET services
2. 90% remediation to TABE 12.9 in Reading, Language and Math for those who have been identified as Basic Skills Deficient.
3. 90% of IDWD funded students, who complete the IET services will receive an interview with an identified employer/industry partner
4. 75% placement rate for IDWD funded students who complete the IET services, will be placed in employment with an employer/industry partner

Pricing:

Pricing on this RFP must be firm and remain open for a period of not less than 180 days from the proposal due date. The baseline cost for this RFP is \$350,000 up to \$500,000. The chosen provider will invoice DWD according to negotiated and agreed upon terms.

Section III PROPOSAL CONTENT

A. PROVIDER NARRATIVE

The provider narrative must address the following topics:

1. General Info/History of Bidder

This section should cover all important history and development of the organization to date, along with the organizational chart including Board of Directors and any other affiliates. This section of the narrative should be used to cover all important organizational history and your agency's experience with Workforce Development programs/projects including any experience in delivering training in the workforce development area.

2. Collaboration

Bidders must describe their ability and experience with working with a full array of participants in a collaborative manner. This should include DWD in general, Employers, WorkOne Centers, training providers, adult education providers, other community based organizations, and students from diverse backgrounds.

3. Qualifications and Staffing

Proposals should include at least 3 examples of providing this type of work and document the working knowledge and experience in the industry that qualifies it to apply to this RFP. Proposals should address Bidders staffing plan for this project. This should include an organizational chart for this project. Plan should indicate the roles/titles, associated bio's/resumes of the assigned staff. Proposal should include identified functions that may or will be subcontracted. If a subcontractor has been identified, proposal should include role/title, associated bio/resume and how subcontractors fit into the organizational chart for this project.

B. SERVICE NARRATIVE

Using the Scope of Work in this RFP as guidance, describe the implementation plan that will be utilized to perform these services. Proposals must address all 9 items and 4 outcomes in the Scope of Work. In addition, this section of the proposal must include the following:

1. Proposed number of students to be served
2. IET Certification programs that will be offered as part of this project

C. COSTS

Using the Scope of Work Information, provide your total costs under this grant. Provide a line item budget for all costs required to implement the work plan effectively. Budget should include any relevant discounts or in-kind expenses. In addition to an overall budget, costs should be broken down by per student and per credential costs.

In addition, provide a brief narrative to support and explain the information listed in the line item and per student/pre credential budgets. Explain how each cost in the budget summary was determined (e.g., staff position X estimated hours per month X hourly rate).

Section IV – Proposal Instructions and Information

A. QUESTION/INQUIRY PROCESS

All questions/inquiries regarding this RFP must be submitted in writing by the deadline of January 7, 2016 at 5:00pm. Questions/Inquiries may be submitted via email to WorkINdiana@dwd.in.gov and must be received by the Department of Workforce Development by the time and date indicated above.

Following the question/inquiry due date, the Department of Workforce Development personnel will compile a list of the questions/inquiries submitted by Respondents. The responses will be posted to the Department of Workforce Development website according to the RFP timetable established below. Only answers posted on the Department of Workforce Development website (<http://www.in.gov/dwd/2678.htm>) will be considered official and valid by the State. No Respondent shall rely upon, take any action, or make any decision based upon any verbal communication with any State employee.

If it becomes necessary to revise any part of this RFP, or if additional information is necessary for a clearer interpretation of provisions of this RFP prior to the due date for proposals, an addendum will be posted on the Department of Workforce Development website. If such addenda issuance is necessary, the Department of Workforce Development may extend the due date and time of proposals to accommodate such additional information requirements, if required.

B. DUE DATE FOR PROPOSALS

To be considered, proposals must be delivered to the address below, no later than 10:00am on January 18, 2016. Bidders must submit 3 copies of the proposal in addition to an electronic submission either via CD, USB drive or email (WorkINdiana@dwd.in.gov).

Department of Workforce Development
ATTN: Alisha Hawkins
10 N. Senate Avenue
Indianapolis, IN 46204

Any proposal not submitted by the above date/time or does not include the copies and electronic proposal will not be considered. Any late proposals will be returned, unopened to the Respondent upon request. All proposals rejected due to not meeting the deadline and not claimed within 30 days of the proposal due date will be destroyed.

C. PROPOSAL CLARIFICATIONS AND DISCUSSIONS, AND GRANT DISCUSSIONS

The State reserves the right to request clarifications on proposals submitted to the State. The State also reserves the right to conduct proposal discussions, either oral or written, with Respondents. These discussions could include requests for additional information, requests for cost or technical proposal revision, etc. Additionally, in conducting discussions, the State may use information derived from proposals submitted by competing Respondents only if the identity of the Respondent providing the information is not disclosed to others. The State will provide equivalent information to all Respondents which have been chosen for discussions. Discussions, along with negotiations with responsible Respondents may be conducted for any appropriate purpose.

The Department of Workforce Development or its appointed representatives will initiate and facilitate all discussions. Any information gathered through oral discussions must be confirmed in writing.

D. TYPE AND TERM OF GRANT

The State intends to sign a grant with a single Respondent to fulfill the requirements in this RFP.

The term of the grant shall be for a period of 14 months, beginning **April 1, 2016, and ending June 30, 2017**. The State may exercise the option to extend grants for two years.

E. CONFIDENTIAL INFORMATION

Respondents are advised that materials contained in proposals are subject to the Access to Public Records Act (APRA), IC 5-14-3 et seq., and, after the grant award, the entire RFP file may be viewed and copied by any member of the public, including news agencies and competitors. Respondents claiming a statutory exception to the APRA must place all confidential documents in a sealed envelope clearly marked "Confidential". The Respondent must also specify the statutory exception of APRA that applies. The State reserves the right to make determinations of confidentiality. If the Respondent does not identify the statutory exception, DWD will not consider the submission confidential. If the State does not agree that the information designated is confidential under one of the disclosure exceptions to APRA, it may seek the opinion of the General Counsel for the Department of Workforce Development. Prices are not confidential information.

F. SECRETARY OF STATE REGISTRATION

If awarded a grant, the Respondent will be required to register with your legal name, and be in good standing, with the Secretary of State. This legal name must be used on all documents included in the proposal process. The registration requirement is applicable to all limited liability partnerships, limited partnerships, corporations, S-corporations, nonprofit corporations and limited liability companies. Information concerning registration with the Secretary of State may be obtained by contacting:

Secretary of State of Indiana
Corporation Division
402 West Washington Street, E018
Indianapolis, IN 46204
(317) 232-6576
www.in.gov/sos

Note: When you complete the application, your agency's legal name must match your registered name with the Secretary of State. If it does not and your agency is selected for a grant, the grant will be delayed until this is resolved.

Before grants are moved through the signature process they must pass review by the Department of Workforce Development (DWD) and Department of Revenue (DOR). If an agency that is accepted for a grant by DWD has unpaid unemployment insurance or owes unpaid taxes to the State, the grant will be held until these issues are resolved. Any issues must be resolved with DWD/DOR. It is extremely important that all agencies are aware of this review to prevent delays in the timely execution of the grant.

G. COMPLIANCE CERTIFICATION

Responses to this RFP serve as a representation that the Respondent has no current or outstanding criminal, civil, or enforcement actions initiated by the State, and it agrees that it will immediately notify the State of any such actions. The Respondent also certifies that neither it nor its principals are presently in arrears in payment of its taxes, permit fees or other statutory, regulatory or judicially required payments to the State. The Respondent agrees that the State may confirm, at any time, that no such liabilities exist. If such liabilities are discovered, the State may bar the Respondent from contracting with the State, cancel existing contracts, withhold payments to set off such obligations, and withhold further payments or

purchases until the entity is current in its payments on its liability to the State and has submitted proof of such payment to the State. If, in an audit or review by the State, it is discovered that there is a non-compliance issue with the grant, the State may elect to impose a financial penalty.

H. AMERICANS WITH DISABILITIES ACT

The Respondent specifically agrees to comply with the provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.).

I. SUMMARY OF MILESTONES

Key RFP Dates: Activity	Date
Issue of RFP	January 4, 2016
Deadline to Submit Written Questions	January 7, 2016 by 5:00pm
Answers to Vendor Questions Posted on DWD Website	January 11, 2016
Submission of Proposals	January 18, 2016 by 10:00 am
The following timeline is only an illustration of the RFP process. The dates associated with each step are not to be considered binding. Due to the unpredictable nature of the evaluation period, these dates are commonly subject to change.	
Proposal Evaluation	January 18-22, 2016
Notification of Awards	January 22, 2016
Preparation of Grants	January 22-March 31, 2016
Grant Signature Process	February 1-March 31, 2016
Grant Activation	April 1, 2016

J. Proposal Requirements

- Format:** Proposals must be typed, may be single-spaced, and must be submitted on 8 ½ by 11-inch unruled paper with 1 inch margins and at 12 point font. Each page of the proposal, with the exception of the cover sheet should be numbered as “page __ of __”, with the name of the bidder on each page.
- Number of copies: One complete original hard copy and one (3) electronic copy** (cd, flash drive, or email (WorkINdiana@dwd.in.gov)). Any proposal lacking sufficient copies may be considered non-responsive. Completeness of all copies is the sole responsibility of the bidder.
- Responsiveness:** Bidders that fail to follow the requirements set forth in this document regarding page limits, number of copies and format may be considered non-responsive. The Department of Workforce Development reserves the right to reject any or all proposals at its sole discretion.
- Contact Information:** Bidders will be required to provide contact information, on the Provider Cover Sheet, for the individual(s) who can respond to questions regarding the Proposal. The contact person should be the individual(s) who is knowledgeable of the proposal and who is authorized to provide information on behalf of the bidder.

K. Proposal Submission Order

- Proposal Cover Sheet (Appendix B)
- Proposal Checklist (Appendix C)
- Provider Narrative
- Service Narrative
- Cost Detail

6. Non-Collusion Affidavit and Agreement to Use Electronic Signatures submitted and signed – see final page of this document.

L. Additional Information & Requirements

1. **Authorized Signatory:** The bidder's authorized signatory must sign all signature documents in the proposal. This individual should typically be the director, president or chief executive officer of the organization or any individual who has the authority to negotiate and enter into and sign grants on behalf of the bidder's organization.
2. **Subcontracting:** Intent to subcontract must be clearly identified in the proposal narrative and approval must be provided by the Department of Workforce Development prior to contract execution. If the bidder currently subcontracts certain functions or activities and intends to do so as part of this proposal, the subcontractor must be identified and a certification included from the subcontractor attesting to their agreement to the terms of the Proposals and any resulting contract.

Section V – Proposal Evaluation

A. PROPOSAL EVALUATION PROCEDURE

The State will select a group of personnel to act as a proposal evaluation team. Subgroups of this team, consisting of one or more team members, will be responsible for evaluating proposals with regard to compliance with RFP requirements. All evaluation personnel will use the evaluation criteria stated in Section V.B. below. The Department of Workforce Development designee will, in the exercise of sole discretion, determine which proposals offer the best means of servicing the interests of the State. Recommendation by the Scoring Team will be considered when determining which proposals will be accepted for grants.

The procedure for evaluating the proposals against the evaluation criteria will be as follows:

1. Each proposal will be evaluated for adherence to requirements on a pass/fail basis. Proposals that are incomplete or otherwise do not conform to proposal submission requirements may be eliminated from consideration.
2. Each proposal will be evaluated on the basis of the categories included in Section III A-C. A point score has been established for each category.
3. Based on the results of this evaluation, the qualifying proposal determined to be the most advantageous to the State, taking into account all of the evaluation factors, may be selected by the Department of Workforce Development for further action, such as grant negotiations. If, however, the Department of Workforce Development decides that no proposal is sufficiently advantageous to the State, the State may take whatever further action is deemed necessary to fulfill its needs. If, for any reason, a proposal is selected and it is not possible to consummate a grant with the Respondent, the Department of Workforce Development may begin grant preparation with the next qualified Respondent or determine that no such alternate proposal exists. The State may also choose multiple Respondents to provide services, although it is the intent of this RFP to select a single Respondent.

B. EVALUATION CRITERIA

Proposals will be evaluated based upon the proven ability of the Respondent to satisfy the requirements of the RFP in a cost-effective manner. Each of the evaluation criteria categories is described below with a brief explanation of the basis for evaluation in that category. The points associated with each category are indicated following the category name (total maximum points = 100). If any one or more of the listed criteria on which the responses to this RFP will be evaluated are found to be inconsistent or incompatible with applicable federal laws, regulations or policies, the specific criterion or criteria will be disregarded and the responses will be evaluated and scored without taking into account such criterion or criteria.

Integrated Education and Training RFP		Scoring Sheet	
Region: _____		Total Score: _____	
Reviewer: _____			
Criteria	Points Possible	Points Earned	Comments
Adherence to Mandatory Requirements			
Followed instructions and standards format	Pass/Fail	0	
Proposal packet contained all required information, including Proposal cover page	Pass/Fail	0	
Registered as a Bidder with IDOA	Pass/Fail	0	
A. Provider Narrative			
A1. General Info/History of Bidder: Score is based on whether bidder adequately addressed all the response items and appears to be a solid organization and extent bidder demonstrated evidence of ability to perform the functions described in their project plan.	10		
A2. Collaboration: Score is based upon bidder adequately addressed all the response items and appears to have fully formed and functional partnerships with DWD, Employers, WorkOnce Centers, Adult Education providers, and others.	10		
A3. Qualifications and Staffing: Score is based on completeness of response to the items in the instructions, quality of response, strength of experience, and demonstrated achievements/results.	10		
Provider Narrative TOTAL	30		
B. Service Narrative			
Score is based on adequacy of response to all items in the instructions, strength of approach and processes; and understanding of the work and timetables necessary to achieve compliance, performance and integrity.	50		
Service Narrative TOTAL	50		
C. Costs			
Score is based upon budget and budget summary.	20		
Costs TOTAL	20		
TOTAL POINTS	100		
<p>The Department of Workforce Development designee will, in the exercise of sole discretion, determine which proposal(s) offers the best means of servicing the interests of the State. The exercise of this discretion will be final. DWD reserves the right to grant with multiple Respondents for the same service within the same region.</p>			

Section VI – Governing Provisions and Limitations

Violation of any of the following provisions may cause a proposal to be rejected:

1. The Department of Workforce Development is not liable for any cost associated with responding to this RFP and will not authorize such costs as part of the grant with the selected organization.
2. The Department of Workforce Development reserves the right to accept or reject any or all proposals received, to cancel or reissue this RFP in part, or its entirety.
3. The Department of Workforce Development reserves the right to correct any error(s) and/or make changes to this solicitation as it deems necessary.
4. The Department of Workforce Development reserves the right to negotiate the final terms of any and all contracts, grants or agreements with bidders selected and any such terms negotiated as a result of this RFP may be renegotiated and/or amended in order to successfully meet the needs of the organization.
5. The Department of Workforce Development reserves the right to contact any individual, organization, employer or grantees listed in the Proposal, to contact others who may have experience and/or knowledge of the bidder's relevant performance and/or qualifications; and to request additional information from any and all bidders.
6. The Department of Workforce Development reserves the right to withdraw or reduce the amount of an award or to cancel any contract, grant or agreement resulting from this procurement if adequate funding is not available.
7. Bidders shall not under penalty of law, offer or provide any gratuities, favors, or anything of monetary value to any officer, member, employee, or agent of the Department of Workforce Development for the purpose generating favor toward their own proposal or any other proposal submitted hereunder.
8. No employee, officer, or agent of the Department of Workforce Development shall participate in the selection, award or administration of a grant/contract, if a conflict of interest, or potential conflict, would be involved.
9. Bidders shall not engage in any activity that will restrict or eliminate competition. Violation of this provision may cause a bidder's bid to be rejected.
10. All proposals submitted must be an original work product of the bidder.
11. The contents of a successful Proposal may become a contractual obligation if selected for award of a grant/contract. Failure of the bidder to accept this obligation may result in cancellation of the award. No plea of error or mistake shall be available to successful bidder as a basis for release of proposed services at the stated price/cost. Any damages accruing to the Department of Workforce Development as a result of a bidder's failure to contract may be recovered from the bidder.
12. A contract/grant with the selected bidder may be withheld, at the Department of Workforce Development's sole discretion, if issues of contract or questions of non-compliance exist, until such issues are satisfactorily resolved. The Department of Workforce Development may withdraw award of a contract if the resolution is not satisfactory to the Department.

Section VII – Administrative Requirements and Procedures

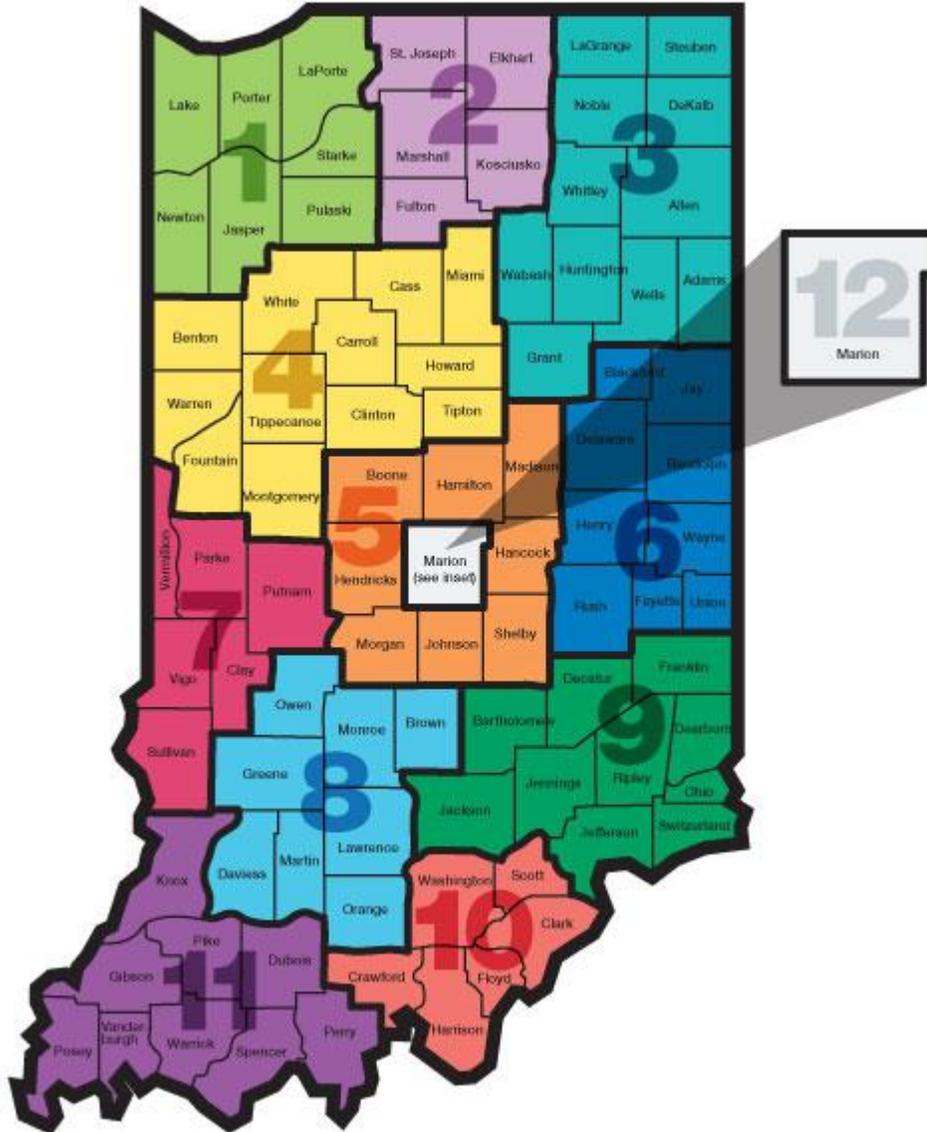
The following administrative requirements and procedures should be carefully reviewed prior to development of a proposal.

1. It is the Department of Workforce Development's intent to award only **one (1)** grant under this solicitation.
2. The successful bidder will be required to maintain electronic and paper records in the work created for this endeavor. In the event the grant/contract is not renewed or is terminated, the current contractor agrees to provide any and/or all of the identified records to the Department of Workforce Development.
3. The successful bidder agrees to comply with the Department of Workforce Development policies related to information technology and other possible sites and/or tracking and management tools.

4. The successful bidder agrees to keep and hold all Proprietary Information disclosed by the Department of Workforce Development, partners, affiliates, customers, or vendors of the Department in strict confidence and trust. Proprietary Information being that information of a confidential or secret nature, which includes, but is not limited to, marketing plans, product plans, business strategies, financial information, forecasts, human resource information, and customer lists.

5. The successful bidder acknowledges that for any product and/or deliverable provided as part of the contract, the successful bidder warrants that it created said product/deliverable and that the successful bidder has full power and authority to transfer ownership of same without the consent of any other party and that any product and/or deliverable is delivered free of any rightful claim of any third party by way of infringement or otherwise, arising from or related to the claimed rights in any product and/or deliverable. All work performed under this contract is the property of DWD.

APPENDIX A – IDWD Workforce Economic Regions



APPENDIX B – Proposal Cover Sheet

Indiana Department of Workforce Development 10 N. Senate Ave., IGCS Indianapolis, IN 46204	
Grantee:	
Name of Agency	Federal Employer ID
Address – Administrative	Address – Other
Contact Person	Telephone
Fax Number	Email address
Proposed Costs:	
Type of Organization () Public Agency () Private Nonprofit Corporation () Private for Profit Corporation () Other _____	
<p>Grantee Statement of Certification :</p> <p>This proposal was prepared independently without consultation, agreement or cooperation with any other proposing agency or party to determine a competitive cost for the services offered. This proposal has been duly authorized by the governing body of the bidder. The applicant will comply with all rules and regulations of the funding agency and will revise this proposal, if necessary.</p>	
_____	_____
Authorized Signer’s Name Typed	Authorized Signature
_____	_____
Authorized Signer’s Title	Date Signed

APPENDIX C - Proposal Checklist

All proposals must meet the following technical specifications

- Typewritten on 8 ½ by 11 unruled paper, single sided
 - Font size of 12 point
 - One Inch margins
 - Pages numbered consecutively at the bottom of the page (page _of _)
 - Proposal Cover Sheet – Appendix B
 - Proposal Checklist – Appendix C
 - Proposal Content
 - Provider Narrative
 - Service Narrative
 - Costs
 - Audit or financial statement is provided or/The audit was not qualified and references have indicated that there were no fiscal concerns
 - Bidder can support the services without any advances
 - Non-Collusion Affidavit and Agreement to Use Electronic Signatures submitted and signed – see final page of this document.
 - Register as a Vendor by completing and sending the attached forms (W-9 and Direct Deposit) to the Indiana Department of Workforce Development;
<http://www.irs.gov/pub/irs-pdf/fw9.pdf>
<https://forms.in.gov/Download.aspx?id=11695>
- NOTE: This process can be lengthy. The Grant Agreement process cannot start until these documents are completed and filed with IDWD. Documents should be ready for submission to IDWD as soon as grant award notification is received.
- The original proposal and all signature forms are signed by the bidder's authorized signatory and one (3) original and one (1) electronic copy.
 - Where the use of an established subcontractor(s) is proposed, original certifications from each subcontractor attesting to their agreement to all terms of the proposal and any resulting grant and reference supporting procurement policies and documents are included
 - Proposal submitted by the deadline

APPENDIX D: Sample Grant

GRANT FOR THE PROVISION OF EDUCATION AND TRAINING SERVICES

GRANT

This Grant Agreement (this "Grant Agreement"), entered into by and between the Indiana Department of Workforce Development ("DWD") for and on behalf of the State of Indiana (hereinafter the "State") and XXXXXX (hereinafter the "Grantee"), is executed pursuant to IC 22-4-18-1 (b)(3) and the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. Applicable Law, Purpose and Funding Source

- A. Applicable Law: The applicable federal and state statutes, rules and regulations, as the same may be amended from time to time, for the Grant funds are set forth in **Exhibit A**, attached hereto and incorporated fully herein. This Grant shall be used exclusively in accordance with the provisions contained in this Grant Agreement, and in the applicable federal and state statutes, rules and regulations and applicable Office of Management and Budget (OMB) regulations.
- B. Purpose: The purpose of this Grant Agreement is to implement the education and training programs and/or services described in the "Statement of Work", attached hereto as **Exhibit B**, and incorporated fully herein ("The Statement of Work").
- C. Funding Source: The funding sources to support this Grant are funds made available pursuant to H.E.A. 1001, and any amendments thereto, which is incorporated herein and made a part hereof by reference.

2. Term

The term of this Grant Agreement shall be from _____ until _____ (the "Expiration Date"). In no event shall payments be made for work done or services performed after the Expiration Date. The Grantee may request in writing that the Expiration Date only of this Grant Agreement be extended. If a request for extension is granted, the extension shall be made by written agreement of the parties and subsequent approval by all appropriate State officials or their designees.

3. Consideration

The Project Budget is set forth in **Exhibit C**, attached hereto and incorporated fully herein (the "Budget"). Maximum payment is limited to the lesser of:

- A. \$ _____, as specified in the Budget; or
- B. The actual cost of performing the services and activities described in this Grant Agreement.

4. Audits

Grantee shall submit to an audit of funds paid through this Grant Agreement, and shall make all books, accounting records and other documents available at all reasonable times during the term of this Grant Agreement and for a period of three (3) years after final payment, or until the date of the management letter if an audit is performed, for inspection by the State or its authorized designee. Copies shall be furnished to the State at no cost.

If required by applicable provisions of the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR §200.0 et seq., or if requested by the State, annually and following the expiration of this Grant Agreement, the Grantee shall arrange for a financial and compliance audit of funds provided by the State pursuant to this Grant Agreement. Such audit is to be conducted by an independent public or certified public accountant (or as applicable, the Indiana State Board of Accounts), and performed in accordance with Indiana State Board of Accounts publication entitled "Uniform Compliance Guidelines for Examination of Entities Receiving Financial Assistance from Governmental Sources," and applicable provisions of the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR §200.0 et seq., The Grantee is responsible for

ensuring that the audit and any management letters are completed and forwarded to the State in accordance with the terms of this Grant Agreement. Audits conducted pursuant to this paragraph must be submitted no later than nine (9) months following the close of the Grantee's fiscal year. The Grantee agrees to provide the Indiana State Board of Accounts and the State an original of all financial and compliance audits. The audit shall be an audit of the actual entity, or distinct portion thereof that is the Grantee, and not of a parent, member, or subsidiary corporation of the Grantee, except to the extent such an expanded audit may be determined by the Indiana State Board of Accounts or the State to be in the best interests of the State. The audit shall include a statement from the Auditor that the Auditor has reviewed this Grant Agreement and that the Grantee is not out of compliance with the financial aspects of this Grant Agreement.

5. Authority to Bind

The signatory for the Grantee represents that he/she has been duly authorized to execute this Grant Agreement on behalf of the Grantee and has obtained all necessary or applicable approvals to make this Grant Agreement fully binding upon the Grantee when his/her signature is affixed, and accepted by the State.

6. Compliance with Laws

- A. The Grantee shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Grant Agreement shall be reviewed by the State and the Grantee to determine whether the provisions of this Grant Agreement require formal modification.
- B. The Grantee and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC §4-2-6, et seq., IC §4-2-7, et seq., and the regulations promulgated thereunder. **If the Grantee has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Grant, the Grantee shall ensure compliance with the disclosure requirements in IC 4-2-6-10.5 prior to the execution of this Grant.** If the Grantee is not familiar with these ethical requirements, the Grantee should refer any questions to the Indiana State Ethics Commission, or visit the Indiana State Ethics Commission website at <<<http://www.in.gov/ethics/>>>. If the Grantee or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Grant immediately upon notice to the Grantee. In addition, the Grantee may be subject to penalties under IC §§ 4-2-6, 4-2-7, 35-44-1-3, and under any other applicable laws.
- C. The Grantee certifies by entering into this Grant Agreement that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State. The Grantee agrees that any payments currently due to the State may be withheld from payments due to the Grantee. Additionally, payments may be withheld, delayed, or denied and/or this Grant suspended until the Grantee is current in its payments and has submitted proof of such payment to the State.
- D. The Grantee warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the State of any such actions. During the term of such actions, the Grantee agrees that the State may suspend funding for the Project. If a valid dispute exists as to the Grantee's liability or guilt in any action initiated by the State or its agencies, and the State decides to suspend funding to the Grantee, the Grantee may submit, in writing, a request for review to the Indiana Department of Administration (IDOA). A determination by IDOA shall be binding on the parties. Any disbursements that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest.
- E. The Grantee warrants that the Grantee and any contractors performing work in connection with the Project shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for

the State. Failure to do so may be deemed a material breach of this Grant Agreement and grounds for immediate termination and denial of grant opportunities with the State.

- F. The Grantee affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.
- G. As required by IC §5-22-3-7:
- (1) The Grantee and any principals of the Grantee certify that:
- (A) the Grantee, except for de minimis and nonsystematic violations, has not violated the terms of:
- (i) IC §24-4.7 [Telephone Solicitation Of Consumers];
 - (ii) IC §24-5-12 [Telephone Solicitations]; or
 - (iii) IC §24-5-14 [Regulation of Automatic Dialing Machines];
- in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and
- (B) the Grantee will not violate the terms of IC §24-4.7 for the duration of this Grant Agreement, even if IC §24-4.7 is preempted by federal law.
- (2) The Grantee and any principals of the Grantee certify that an affiliate or principal of the Grantee and any agent acting on behalf of the Grantee or on behalf of an affiliate or principal of the Grantee, except for de minimis and nonsystematic violations,
- (A) has not violated the terms of IC §24-4.7 in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and
- (B) will not violate the terms of IC §24-4.7 for the duration of this Grant Agreement even if IC §24-4.7 is preempted by federal law.

7. Confidentiality of State Information

The Grantee understands and agrees that data, materials, and information disclosed to the Grantee may contain confidential and protected information. The Grantee covenants that data, material and information gathered, based upon or disclosed to the Grantee for the purpose of this Grant Agreement, will not be disclosed to or discussed with third parties without the prior written consent of the State.

The parties acknowledge that the services to be performed by the Grantee for the State under this Grant Agreement may require or allow access to data, materials, and information containing Social Security numbers or other personal information maintained by the State in its computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the Grantee and the State agree to comply with the provisions of IC 4-1-10 and IC 4-1-11. If any Social Security number(s) or personal information (as defined in IC 4-1-11-3) is/are disclosed by the Grantee, the Grantee agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this Grant Agreement.

8. Debarment and Suspension

- A. The Grantee certifies, by entering into this Grant Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Grant Agreement by any federal agency or by any department, agency or political subdivision of the State. The term "principal" for purposes of this Grant Agreement means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on, or substantive control over, the operations of the Grantee.
- B. The Grantee certifies that it has verified the state and federal suspension and debarment status for all subgrantees receiving funds under this Grant Agreement and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred

subgrantee. The Grantee shall immediately notify the State if any subgrantees becomes debarred or suspended, and shall, at the State's request, take all steps required by the State to terminate its contractual relationship with the subgrantee for work to be performed under this Grant Agreement.

9. Drug-Free Workplace Certification

As required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana, the Grantee hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. Grantee will give written notice to the State within ten (10) days after receiving actual notice that the Grantee, or an employee of the Grantee in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of grant payments, termination of the Grant and/or debarment of grant opportunities with the State of Indiana for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total amount set forth in this Grant Agreement is in excess of \$25,000.00, the Grantee certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and
- B. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the Grantee's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace; and
- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment the employee will (1) abide by the terms of the statement; and (2) notify the Grantee of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; and
- D. Notifying in writing the State within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction; and
- E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

10. Employment Eligibility Verification

As required by IC §22-5-1.7, the Grantee hereby swears or affirms under the penalties of perjury that:

- A. The Grantee has enrolled and is participating in the E-Verify program;
- B. The Grantee has provided documentation to the State that it has enrolled and is participating in the E-Verify program;

- C. The Grantee does not knowingly employ an unauthorized alien.
- D. The Grantee shall require its contractors who perform work under this Grant Agreement to certify to Grantee that the contractor does not knowingly employ or contract with an unauthorized alien and that the contractor has enrolled and is participating in the E-Verify program. The Grantee shall maintain this certification throughout the duration of the term of a contract with a contractor.

The State may terminate for default if the Grantee fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

11. Establishment and Maintenance of Records, Cost Documentation, Reports and Inspections

The Grantee and/or its fiscal agent shall utilize fiscal control and accounting procedures that permit the preparation of all required reports and the tracing of expenditures adequate to establish compliance with all applicable requirements. The Grantee shall prepare required reports that are uniform in definition, reasonably accessible and comprehensible to all authorized parties, verifiable for monitoring, reporting, audit and evaluation purposes, and in accordance with the specifications of the Statewide Management Information System as set forth by the State.

12. Funding Cancellation

When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Grant Agreement, it shall be canceled. A determination by the Director of State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

13. General Assurances and Certifications

The Grantee certifies that in connection with the activities undertaken pursuant to this Grant Agreement:

- A. The Grantee shall modify the workforce development and education and training services and activities as directed by the State in the event statutes or regulations require such modification.
- B. The Grantee shall comply with all applicable policy and directives issued by the State;
- C. No funds made available under this Grant Agreement may be or used for lobbying activities in violation of 29 CFR §93.100 et seq., or used for political activities in violation of 5 U.S.C. §1501 et seq.;
- D. It shall establish safeguards adequate to prohibit employees or other persons from using their position with the Grantee for improper private gain for themselves or others. The Grantee will adopt corporate bylaws that establish procedures to avoid improper conflicts of interest;
- E. It shall maintain an affirmative action plan, written personnel policies, and grievance procedures for complaints and grievances from applicants, participants and beneficiaries, subgrantees, employers, employees and other interested persons, all in accordance with all applicable statutes and regulations;
- F. In accordance with the Occupational Health and Safety Act of 1970, 29 USC §651 et seq., the Grantee will not expose participants to surroundings or working conditions which are unsanitary, hazardous or dangerous; participants employed or trained for inherently dangerous occupations shall be assigned to work in accordance with reasonable safety practices;
- G. The Grantee agrees to comply with the provision of veteran's preference consistent with the applicable law at 38 USC §4215.

14. Governing Law

This Grant Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.

15. Indemnification

The Grantee agrees to indemnify, defend, and hold harmless the State, its agents, officials, and employees from all claims and suits including court costs, attorney's fees, and other expenses caused by any act or omission of the Grantee and/or its subcontractors, if any, in the performance of this Grant. The State shall not provide such indemnification to the Grantee.

16. Independent Contractor

Both parties hereto, in the performance of this Grant Agreement, shall act in an individual capacity and not as agents, employees, partners, joint venturers or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees or subgrantees of the other party.

The Grantee shall be responsible for providing all necessary unemployment and workers' compensation insurance for the Grantee's employees.

17. Insurance and Bonding

- A. The Grantee shall secure and keep in force during the term of this Grant Agreement, the following insurance coverages, covering the Grantee for any and all claims of any nature which may in any manner arise out of or result from Grantee's performance under this Grant Agreement.
 - 1) The Grantee shall, at its sole cost and expense, provide comprehensive and general public liability insurance against claims for personal injury, death or property damage occurring in connection with the Project. The limits of such insurance shall not be less than \$700,000 combined single limit per occurrence, \$5,000,000 aggregate, and shall contain a deductible clause not greater than Ten Thousand Dollars (\$10,000). All insurance required hereunder shall be with a responsible carrier acceptable to the State and shall name the State as an additional insured. Grantee shall, upon request, provide the State with a Certificate evidencing such insurance. Failure to maintain such insurance shall result in the termination of this Grant.
 - 2) The Grantee shall provide crime insurance including fidelity coverage in the amount of (i.) \$100,000, or (ii.) the highest single total disbursement planned pursuant to this Grant Agreement and all other State contracts or grants outstanding to Grantee, whichever is higher, and covering all persons responsible for or handling funds received or disbursed under this Grant. This bond must show the State of Indiana as the obligee. It shall be the Grantee's responsibility to see that all persons handling funds under this Grant Agreement are bondable. Failure to provide such evidence to the State shall result in termination of this Grant Agreement and any funds awarded hereunder.
 - 3) If the Grantee is a department, division or agency of the State of Indiana, or of a county, municipal or local government, the foregoing insurance coverages shall not be required; however, Grantee may elect to provide such coverages.
- B. The Grantee's insurance coverage must meet the following additional requirements:

- 1) The insurer must have a certificate of authority issued by the Indiana Department of Insurance.
- 2) Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the Grantee.
- 3) The State will be defended, indemnified and held harmless to the full extent of any coverage actually secured by the Grantee in excess of the minimum requirements set forth above. The duty to indemnify the State under this Grant shall not be limited by the insurance required in the Grant.
- 4) The insurance required in the Grant, through a policy or endorsement(s), shall include a provision that the policy and endorsements may not be canceled or modified without thirty (30) days' prior written notice to the undersigned State agency.

Failure to provide insurance as required in the Grant may be deemed a material breach of contract entitling the State to immediately terminate this Grant.

18. Licensing Standards

The Grantee, its employees and subgrantees shall comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules or regulations governing services to be provided by the Grantee pursuant to this Grant Agreement. The State will not pay the Grantee for any services performed when the Grantee, its employees or subgrantees are not in compliance with such applicable standards, laws, rules or regulations. If any license, certification or accreditation expires or is revoked, or any disciplinary action is taken against an applicable license, certification or accreditation, the Grantee shall notify the State immediately and the State, at its option, may immediately terminate this Grant Agreement.

19. Lobbying Activities

- A. Pursuant to 31 USC §1352, and any regulations promulgated there under, the Grantee hereby assures and certifies, and will require any subcontractor or subgrantee to assure and certify, that no federally 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 conjunction with the awarding of any federal grant, 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.
- B. If any funds other than federally 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 grant, the Grantee and any subcontractor shall complete and submit "Standard Form LLL" ("Disclosure Form to Report Lobby").

20. Modification

The parties shall modify or extend this Agreement consistent with applicable law and DWD policy. Such modification or extension shall be made by mutual written agreement of the parties and subsequent approval by all appropriate state officials or their designees.

21. Monitoring and Compliance

The State shall monitor the Grantee's compliance with the terms and conditions of the Grant Agreement including all applicable statutes, regulations, directives and mandates. The Grantee shall provide the State reasonable and adequate opportunity to conduct this monitoring, including providing the opportunity to review and audit all relevant documents, forms, reports or any other records at any time during the term of this Grant Agreement and after the Expiration Date as may be reasonably necessary to monitor compliance with this Grant Agreement. The Grantee will be responsible for on-site monitoring of any sub-recipient.

22. Nondiscrimination

Pursuant to the Indiana Civil Rights Law, specifically including IC 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Grantee covenants that it shall not discriminate against any employee or applicant for employment relating to the Grant with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of the employee or applicant's : race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Furthermore, the Grantee certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.

The Grantee understands that the State is a recipient of federal funds, and therefore, where applicable, the Grantee and any subgrantees agree to comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR §60-1.1 et seq., as amended, and Section 202 of Executive Order 11246.

- A. Equal Opportunity Assurances: The parties to this Grant Agreement assure that each will fully comply with the nondiscrimination and equal opportunity provisions of Section 188 of WIOA and its implementing regulations. These regulations prohibit discrimination because of race, color, religion, sex, national origin, age, disability, or political affiliation or belief in both participation and employment. In the case of participants only, it prohibits discrimination based on citizenship, or his or her participation in any WIOA Title I-financially assisted program or activity.
- B. Discrimination Complaint Procedures: The parties to this Grant Agreement will assure those complaints alleging discrimination on any of the above bases will be processed in accordance with applicable WIOA regulations and DWD policy 2012-04 and 2012-05, as well as any subsequent DWD policy which rescinds and replaces these, developed pursuant to this section and approved by the U.S. Department of Labor's Civil Rights Center.
- C. Accessibility and Reasonable Accommodation: Pursuant to applicable WIOA regulations, the parties to this Grant Agreement will assure that the following is provided in the One-Stop delivery systems:
 - 1) Facilities and programs which are architecturally and programmatically accessible;
 - 2) Reasonable accommodations for individuals with disabilities;
 - 3) Cost allocation method for making reasonable accommodations (i.e., shared or paid by one entity).

The parties to this Grant Agreement will provide ongoing and continuing notification that it does not discriminate on any of the prohibited basis in accordance with applicable regulations for Section 188 of WOIA.

23. Notice to Parties

Whenever any notice, statement or other communication is required under this Grant, it shall be sent by first class mail or via an established courier / delivery service to the following addresses, unless otherwise specifically advised.

Notices to the State shall be sent to:

Indiana Department of Workforce Development
ATTN: Director of Adult Education
10 North Senate Ave., IGCS, 3rd Floor
Indianapolis, IN 46204

Notices to the Grantee shall be sent to:

Payments for the Grantee shall be sent to:

24. Order of Precedence

Any inconsistency or ambiguity in this Grant Agreement shall be resolved by giving precedence in the following order: (1) requirements imposed by applicable federal law or other controlling document described in Exhibit A, below; (2) this Grant Agreement and (3) attachments prepared by the State.

25. Payment of Grant Funds by the State

Payment of Grant funds by the State to the Grantee shall be made in accordance with the following schedule and conditions:

- A. This Grant Agreement must be fully executed.
- B. No funds that are transferred under this Grant Agreement shall be disbursed by the Grantee to another person to act as its agent or employee in performing the terms and conditions of this Grant Agreement without a written financial grant between the Grantee and that person.
- C. All payments by the State to the Grantee for services rendered pursuant to this Grant Agreement shall be made on accrual basis and shall be accompanied with financial reports that are required by the State. No cost shall be accrued prior to the starting date of this Grant.
- D. All payments by the State are subject to the encumbrance of monies, to the prohibition against advance payments under IC 4-13-2-20, and to all of the State's fiscal policies and procedures.
- E. The State reserves the right not to honor requests for payment received more than 90 days after the Expiration Date. The State also reserves the right to withhold final payment until agency-required reports are received and accepted.
- F. Failure to complete the activities described in this Grant Agreement and the strategic plan and to expend the funds in accordance with this Grant Agreement may be considered a material breach of this Grant Agreement and shall entitle the State to impose sanctions against the Grantee including, but not limited to, suspension of all grant programs and/or suspension of the Grantee's

participation in grant programs until such time as all material breaches are cured to the State's satisfaction. Sanctions may also include repayment of all funds expended for activities which are not in the scope of the Grant Agreement or the Budget. The remedies described in this subparagraph are in addition to any other remedies the State may have at law or equity.

- G. All payments shall be made in arrears in conformance with State fiscal policies and procedures and, as required by IC 4-13-214.8, by electronic funds transfer to the financial institution designated by the Grantee in writing unless a specific waiver has been obtained from the Auditor of State.

26. Penalties/Interest/Attorney's Fees.

The State will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest or attorney's fees, except as permitted by Indiana law, in part, IC §5-17-5, IC §34-54-8, IC §34-13-1 and IC § 34-52-2-3.

Notwithstanding the provisions contained in IC §5-17-5, any liability resulting from the State's failure to make prompt payment shall be based solely on the amount of funding originating from the State and shall not be based on funding from federal or other sources.

27. Property Management

Title to all non-expendable personal property acquired with funds provided herein shall immediately become the property of the State upon delivery of such property by the vendor in accordance with the applicable Federal OMB circulars and the Property Management/Surplus Property Policy. The Grantee shall be responsible for the management and control of such property as defined in the Property Management/Surplus Property Policy.

28. Repayment

The Grantee and, if applicable, its Guarantor are responsible for the repayment of costs determined to be disallowed in accordance with applicable statutes, regulations, directives or mandates. Repayment of such costs shall be made within thirty (30) calendar days of the final audit determination and, unless agreed to in writing by the State, shall be repaid from non-Federal funds. Responsibility of the Grantee, as set forth herein, shall not release any insurer or bonding company from any contractual duty to reimburse the insured, the State, or the obligee.

29. Retention of Records

The Grantee shall retain and make available all financial records, supporting documentation, statistical records, evaluation data, member information and personnel records for three (3) years from the final Expiration Date of this Grant Agreement. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the 3-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular 3-year period, whichever is later.

30. Statutory Authority of Grantee

The Grantee expressly warrants to the State that it is statutorily eligible to receive the funds granted herein, and it expressly agrees to repay all monies paid to it under this Grant Agreement should a legal determination of its ineligibility be made by any court of competent jurisdiction.

31. Taxes

The State is exempt from most state and local taxes and many federal taxes. The State will not be responsible for any taxes levied on the Grantee as a result of this Grant Agreement.

32. Termination for Convenience

Unless prohibited by a statute or regulation relating to the award of the grant, this Grant Agreement may be terminated, in whole or in part, by the State whenever, for any reason, the State determines that such termination is in the best interest of the State. Termination shall be effected by delivery to the Grantee of a Termination Notice,

specifying the extent to which such termination becomes effective. The Grantee shall be compensated for completion of the Project properly done prior to the effective date of termination. The State will not be liable for work on the Project performed after the effective date of termination. In no case shall total payment made to the Grantee exceed the original grant.

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Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Grantee, or that the undersigned is the properly authorized representative, agent, member or officer of the Grantee. Further, to the undersigned’s knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Grantee, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Grant Agreement other than that which appears upon the face hereof.

Agreement to Use Electronic Signatures

I agree, and it is my intent, to sign this Contract by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Contract to the State of Indiana. I understand that my signing and submitting this Contract in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Contract and this affirmation. I understand and agree that by electronically signing and submitting this Contract in this fashion I am affirming to the truth of the information contained therein. I understand that this Contract will not become binding on the State until it has been approved by the Department of Administration, the State Budget Agency, and the Office of the Attorney General, which approvals will be posted on the Active Contracts Database: https://hr85.gmis.in.gov/psp/pa91prd/EMPLOYEE/EMPL/h/?tab=PAPP_GUEST

In Witness Whereof, Grantee and the State have, through their duly authorized representatives, entered into this Grant. The parties, having read and understood the foregoing terms of this Grant, do by their respective signatures dated below agree to the terms thereof.

Indiana Department of Workforce Development

By:	By:
Title:	Title:
Date:	Date:

Approved by: Department of Administration By: _____ (for) Jessica Robertson, Commissioner <i>This document will be reviewed and approved electronically. Please refer to the final page of the Executed Contract for details.</i>	
Approved by: State Budget Agency By: _____ (for) Brian E. Bailey, Director <i>This document will be reviewed and approved electronically. Please refer to the final page of the Executed Contract for details.</i>	Approved as to Form and Legality: Office of the Attorney General By: _____ (for) Gregory F. Zoeller, Attorney General <i>This document will be reviewed and approved electronically. Please refer to the final page of the Executed Contract for details.</i>