

REQUEST FOR PROPOSALS



Central Alabama Partnership for Training and Employment

**OUT-OF-SCHOOL YOUTH
OR
BLENDED IN-SCHOOL/OUT-OF-SCHOOL YOUTH
GENERAL EDUCATION DIPLOMA (GED)/HIGH SCHOOL
DIPLOMA
OR
OCCUPATIONAL SKILLS TRAINING
OR
WORK-BASED LEARNING**

*SERVING BLOUNT, CHILTON, JEFFERSON, ST. CLAIR, SHELBY, AND
WALKER COUNTIES*

FOR PROGRAM YEAR 2020

RELEASE DATE: January 10, 2020

DEADLINE FOR SUBMISSION: March 11, 2020 BY 4:30 P.M. CST

This request does not commit CAPTE to award any grant or contract, to procure any goods or services, or to pay any costs incurred by a bidder. CAPTE reserves the right to accept or reject any and/or all proposals, to negotiate with all qualified bidders and to cancel (in whole or in part) this request if it is determined that such is in the best interest of CAPTE. The funding of any proposal is contingent upon the future availability of federal funds. CAPTE Workforce Development Board is an equal opportunity provider of employment and training programs funded by the U.S. Department of Labor.

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PART A: BACKGROUND AND PURPOSE

The Workforce Innovation and Opportunity Act (WIOA) was signed into law July 22, 2014 and supersedes the Workforce Investment Act. It promotes program coordination and alignment of key employment, education and training programs at the Federal, State, regional and local level. WIOA was designed to provide workforce investment activities to increase employment, retention and earnings, and the attainment of nationally recognized and/or postsecondary credentials. Through these activities, the quality of the workforce will improve, economic self-sufficiency will increase, and workers will meet the skill requirements of employers and enhance the productivity and competitiveness of our nation.

The purpose of this Request for Proposal (RFP) is to solicit competitive proposals for the delivery of youth programs for the Central Alabama Partnership for Training and Employment Local Workforce Development Board (CAPTE). This RFP for academic and occupational youth services programs to serve out-of-school youth ages 16 - 24 (with barriers to employment as identified by WIOA) and in-school youth ages 16 – 21 (by agencies that can meet or exceed the goals and expectations of the WIOA).

Serving youth is a priority with WIOA and the Governor's Local Workforce Areas. WIOA requires that at least 75 percent of available funds be spent on workforce investment services for out-of-school youth. The law also requires 20 percent of youth funds be spent on paid and unpaid work experiences that incorporate academic and occupational education for youth. These work experiences can include year-round employment opportunities, job shadowing, pre-apprenticeship training, internships and on-the-job training. CAPTE youth programs will focus on providing academic and occupational skills training to out-of-school & in-school youth who have limited skills, little or no work experience and other barriers to economic success. It is essential for Local Area 4 to encourage and support these youth in obtaining the education and skills needed to not only succeed in the labor market but to have a long and prosperous career. The goal for programs under this RFP is to help youth in CAPTE local area attain the education and employability skills that are necessary to get a job, keep their job and advance in their chosen career pathway.

Pre-apprenticeship programs are defined as programs designed to prepare individuals to enter and succeed in a Registered Apprenticeship program and has a documented partnership with at least one, if not more Registered Apprenticeship program(s) and leads to an industry issued, nationally recognized credential that validates proficiency in an occupation.

The Jefferson County Commission and CAPTE serve as the administrative entity for activities pursuant to the workforce development programs funded and regulated under the federal Workforce Innovation and Opportunity Act of 2014 (WIOA). Jefferson County Commission/CAPTE in accordance with the provisions of WIOA Title I-B is a nondiscrimination/equal opportunity program. CAPTE Board is comprised of representatives from the public and private sectors as prescribed in WIOA and is responsible for setting policy and overseeing WIOA funded activities in CAPTE.

CAPTE youth programs will focus on educational attainment, work-based training opportunities and training linked to careers aligned with the skills need of industries in the area. Proposals should connect academic and occupational skills training for the following in-demand industry sectors: Manufacturing, Healthcare, Energy, Services, and Logistics that lead to industry recognized credentials. Proposals should target the industry sectors represented in their local service/target area and be documented in the proposal. Other industry sector opportunities must be supported by relevant labor market information. Each industry contains several career pathways in which a youth may enter an occupation and be able to advance within that specific occupation or occupational cluster. Successful employment in these industries will lead to self-sufficiency. Proposals for WIOA eligible out-of-school youth, ages 16-24, with a defined barrier or proposals for blended out-of-school/in-school youth, ages 16-21, should be designed to incorporate the following services:

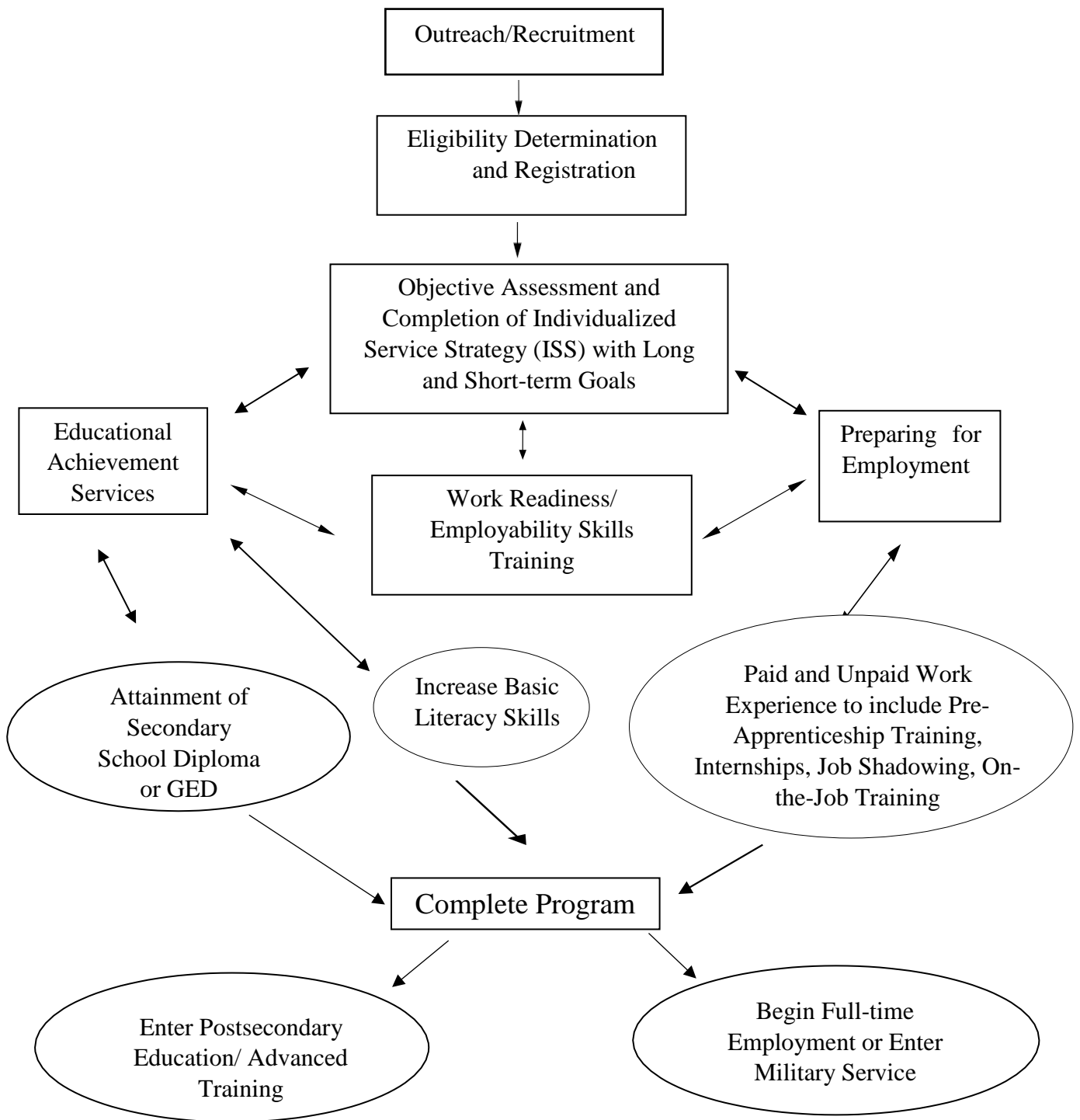
- Assistance in obtaining a secondary school diploma or its recognized equivalent (GED).
- Work Readiness/Employability Skills training to include:
 - Appearance/Dress
 - Attitude and Body Language
 - Attendance and Punctuality
 - Communication and Following Instructions
 - Dependability/ Responsibility
 - Time Management
 - Decision Making and Problem Solving
 - Leadership and Motivation
 - Financial Knowledge and Management
- Strong linkages between academic instruction and occupational education that lead to recognized postsecondary and/or industry recognized credentials and are aligned with in-demand industries and occupations in the region.
- Exposure to employment opportunities through activities such as job shadowing, internships and pre-apprenticeship programs by connecting with employers, apprenticeship programs and in-demand industry sectors and occupations available in the local and regional labor markets.
- Work- based training that gives the youth a chance to earn income while receiving training and developing skills best learned on the job.
- Reflect recognized youth development principles that emphasize the cognitive, social, and behavioral competencies that help youth succeed.
 - work experiences (subsidized and unsubsidized) that are in the area of training and can include job shadowing, pre-apprenticeships, and internships (must be 20% of funding; excluding Work Based Learning contracts)
 - unsubsidized job placement assistance of youth who have left the program
 - up to 12 months of follow-up for youth who have exited/left the program
 - management of youth records, including case notes (records must be located in a secure location to ensure confidentiality; copies of all documents related to services to participating youth must be sent to CAPTE at exit; all contractor youth files must be sent to CAPTE at program closeout/termination) management of WIOA youth data to ensure performance goals are met

Proposed services are personalized and focus on developing the individual strengths and interests of each youth.

A.1. Programs

- General Education Development (GED) Program/High School Diploma Program or Occupational Skills Training (OST) Program
- General Education Development (GED) Program/High School Diploma Program
- GED/High School Diploma Program Goal
- GED Program/High School Diploma Program Outcomes
- GED Program/High School Diploma Program Design Issues
- Occupation Skills Training (OST) Program
- Occupational Skills Program Goals
- Occupational Skills Program Outcomes
- Occupational Skills Program Design Issues

YOUTH SERVICES FLOWCHART



PART B: GENERAL INSTRUCTIONS

B.1. Funding Period

Contracts resulting from this RFP are anticipated to commence July 1, 2020 and end June 30, 2021. Based on the availability of future funding and the contractor's performance, CAPTE reserves the option to renew the contract for 2 additional years; with re-negotiation to be initiated by CAPTE before the expiration of the contract's first and second year. In order for CAPTE to exercise a second- or third-year option, the contractor should meet the performance requirements as outlined in the contract. However, CAPTE is not bound to exercise a contract renewal based solely on stated performance outcomes.

B.2. Proposal Constitutes Offer

By submitting a proposal, the Proposer agrees to be governed by the terms and conditions set forth in this document and any subsequent changes in the program regulatory requirements as required by CAPTE through the negotiation process.

B.3. Costs Time Frame

Costs may be incurred once all parties sign the grant agreement but not before the effective date of the agreement. Grants will initially be issued for up to 12-months. CAPTE's Local Board reserves the right to extend/renew its initial grant for activities for up to two (2) additional 12-month periods.

B.4. No Obligation to CAPTE

The Jefferson County Commission, nor any agent thereof on behalf of CAPTE's Local Board, will not be obligated in any way by any proposer's response to this RFP. Pre-agreement costs are not authorized. CAPTE reserves the right to make no awards under this RFP if no acceptable proposals are received per this RFP.

B.5. Amendments

Verbal comments or discussion relative to this solicitation cannot add, delete, or modify any written provision. Any alterations must be in the form of a written amendment to all proposers by CAPTE. Proposers must meet all the specific requirements set forth in this RFP in order to be considered as having offered an acceptable proposal.

B.6. Multiple Proposals

Proposers may submit more than one proposal. Each proposal must satisfy the requirements of this RFP and include complete budget information. Proposers submitting multiple proposals should clearly label each set as separate proposals.

B.7. Receipt of Proposals

State law requires that proposals be received by CAPTE no later than the date and time specified in this RFP. Proposers should allow sufficient delivery time to assure their proposal is received at CAPTE by the specified time and date. CAPTE is not responsible for any late deliveries by any carrier. Postmarks will not be considered. Proposals received after the specified time and date or submitted via email or facsimile will be disqualified as non-responsive to this request for proposals.

All Bidders must allow sufficient delivery time to assure that CAPTE receives proposals on or before the closing date and time. Postmarks will not be considered. No proposals will be accepted via fax machine transmissions or e-mail. Proposals may be hand delivered or submitted by U.S. mail or other mail carrier service, such as Fed Ex, UPS or DHL. Any proposal received after the closing date and time will be disqualified from this RFP process.

Proposals must be received by the CAPTE, no later than 4:30 pm (CDT) March 11, 2020. Proposals should be submitted as follows:

By Mail to:

P. Nigel Roberts, Deputy Director
Re: Youth Services Request for Proposals
Central Alabama Partnership for Training and Employment
Birmingham Career Center
3216 4th Avenue, South
Birmingham, AL 35222

B.8. Proposal Submission Format

Proposers should submit one (1) original bound copy and five (5) unbound copies of each proposal. The original proposal should bear a signature in blue ink from an officer of the proposer entity that is authorized to bind the proposer. The original proposal should be stamped or otherwise annotated (Master Copy). Use standard 8.5" x 11" white paper for all proposals. Please double space and use 11-point font. Your narrative must **not** be longer than 25 pages.

The proposal package should also include the proposal data on a USB drive.

B.9. Eligible Proposers

Any public entity, private non-profit entity, or private for-profit entity meeting the qualifications outlined in this RFP may apply. Grant awards shall only be made to qualified entities that are able to comply with WIOA administrative standards. **Organizations must also show that it has additional funding sources and will not be dependent on WIOA funds alone for ongoing operations. Organizations that operate with other funding sources must submit a cost allocation plan.** Non-profit program operators may only submit for reimbursement of actual costs. For applying entities that are for-profit organizations, profit margins must be negotiated independent of contract costs. A fiscal review may be conducted prior to negotiation of awardees last three years audit report.

Proposers must have experience operating a youth program and have knowledge of WIOA and its regulations. Proposers must furnish satisfactory evidence of their ability to successfully provide their proposed services in accordance with the terms and conditions of this RFP. CAPTE reserves the right to make the final determination as to the proposer's ability to provide the services before entering into any grant agreement.

The provision of the services specified in this RFP requires knowledge and understanding of the Workforce Innovation and Opportunity Act of 2014. The Department of Labor's website at www.doleta.gov provides valuable information about WIOA and related youth activities.

B.10. Confidential Information

No documents relating to this procurement will be presented or made otherwise available to any other person, agency, or organization prior to the proposal evaluation process. Information contained in the proposal that is privileged and confidential and is clearly marked as such will not be disclosed.

B.11. Award Information

CAPTE reserves the right to select Proposals that it deems appropriate and is not bound to accept any proposal based on price alone, further reserving the right to reject all proposals if it is deemed to be in CAPTE Local Board's best interest to do so.

B.12. Negotiation/Discussion

CAPTE reserves the right to conduct discussions with proposers in order to ensure a full understanding of the proposed activities and processes. Selection of an organization as a grantee does not constitute approval of the grant proposal as submitted. Before the grant is awarded, CAPTE may enter into negotiations about such items as program components, allowable activities, staffing, funding levels and administrative systems in place to support program implementation. If the negotiations do not result in a mutually acceptable submission, CAPTE reserves the right to terminate the negotiations and decline to fund the proposal. Proposers will be accorded fair and equal treatment with respect to

any opportunity for discussions and revisions concerning their proposals.

B.13. Agreement Type

All proposals must present a line item budget using the forms included in this RFP. Contracts awarded pursuant to this RFP will be cost reimbursement agreements.

B.14. Proposer Administrative and Fiscal Capabilities

As a part of the evaluation and award process, CAPTE may conduct a pre-award survey to assess the Proposer’s ability to conduct the proposed program from the standpoint of administrative and fiscal control capabilities. CAPTE expects that proposers will have the following:

- 1) Personnel/Grievance/ Travel Policies
- 2) Equal Opportunity/Nondiscrimination Policy
- 3) Suspension and Debarment Certification
- 4) Lobbying Activities Certification
- 5) Financial Accounting and fiscal control policies & procedures
- 6) Cost allocation plans, if appropriate
- 7) Approved indirect cost rates, if applicable

B.15. General Requirements for Program Operators

Proposers shall be responsible for complying with any and all State Laws and regulatory requirements to operate a WIOA-funded program including the Beason-Hammon Alabama Taxpayer and Citizen Protection Act (Act No. 2011-535) and collection and submission of Dun & Bradstreet Numbers and the System for Award Management at <https://www.sam.gov>.

All expenses incurred prior to the contract being awarded and the agreement fully executed are the responsibility of the bidder.

B.16. RFP Questions

A traditional bidder’s conference will be conducted with this RFP. Those with questions may attend the bidder’s conference or submit your questions via e-mail to Pamela Mapp at mapp@jccal.org. All questions received will be reviewed and responses posted on CAPTE website (mycapte.org).

NOTE: It is the respondent’s responsibility to check the website on a regular basis for updated information and written responses to all questions submitted prior to the deadline.

No other sources of responses or clarifications are considered valid.

B.17. Monthly Status Reports to CAPTE

In order for CAPTE and its provider partners to track system performance on an ongoing basis, the Central Alabama Partnership for Training and Employment WIOA Youth Services contractors will provide monthly status reports that detail youth outcomes and program outputs. The monthly report format will be provided by e-mail to organizational staff and no other reporting format will be accepted.

B.18. RFP Timeframe

<u>January 10, 2020</u>	<u>Release of RFP</u>
<u>January 27-31, 2020</u>	<u>Bidders Conference</u>
<u>March 11, 2020 by 4:30 pm</u>	<u>Proposals Due</u>
<u>March 13-18 2020</u>	<u>Committee Review</u>
<u>March 24, 2020</u>	<u>Oral presentations</u>
<u>May 21, 2020</u>	<u>Board Review</u>
<u>May 25, 2020</u>	<u>Mail Award/Denial Letters/Award Announcement</u>
<u>May 27, 2020</u>	<u>Begin Site Visits and Contract Negotiations</u>
<u>July 1, 2020</u>	<u>Contract period begins</u>

Bidders may apply in one (1) or all categories. A separate proposal must be submitted for the General Education Development (GED) Program and High School Diploma Program, the Occupational Skills Training, the Work-Based Learning Program or Blended Out-of-School/In-School Youth program. All proposals should clearly indicate the area of training for which the proposal is being submitted. Proposals cannot be combined. CAPTE will not reimburse participant costs already paid from another federal program, nor for the same participant across different OSY contracts with the same contractor. Achieving the best result is the key; therefore, no preference or penalty will apply to those who bid in multiple categories. CAPTE reserves the right to provide funding for the proposal(s) that it deems most advantageous to its program and is thereby not bound to fund any proposal based on price alone. The award amount for contracts will be made available to each contractor after the Board has decided which services will be contracted and how much will be spent in the area under consideration. CAPTE reserves the right to reject any or all proposals.

The Department of Labor maintains an Internet website that provides valuable information about WIOA and related youth activities. The State of Alabama maintains a website of the directives that establish policy for the WIOA program in Alabama. Specific information related to grant activities can be found in the Workforce Innovation and Opportunity Act. Additional informational resources are:

Central Alabama Partnership for Training and Employment mycapte.org
US Department of Labor, Employment and Training <http://www.doleta.gov/>
Federal Laws and Regulations <http://www.doleta.gov/usworkforce/WIOA/act.cfm>
Alabama: <http://www.madeinalabama.com/workforce-and-training/workforce-initiatives/tools-and-resources/governors-workforce-innovation-directive/>

PART C: SCOPE OF THE REQUEST FOR THIS PROPOSAL

C.1. Fund Availability

Contracts resulting from this RFP are anticipated to commence July 1, 2020 and end June 30, 2021. Based on the availability of future funding and the contractor's performance, CAPTE reserves the option to renew the contract for 2 additional years; with re-negotiation to be initiated by CAPTE before the expiration of the contract's first and second year. In order for CAPTE to exercise a second- or third-year option, the contractor should meet the performance requirements as outlined in the contract. However, CAPTE is not bound to exercise a contract renewal based solely on stated performance outcomes.

C.2. Service Area

Entities may submit proposals to provide services in the Central Alabama Partnership for Workforce Development (CAPTE) area. **CAPTE area consists of Blount, Chilton, Jefferson, St. Clair, Shelby, and Walker.**

C.3. Youth Eligibility Requirements

Out-of-School youth must be between the ages of 16 to 24 (at time of WIOA registration), be eligible as a youth and meet all other applicable eligibility criteria to receive services with WIOA funds. An out-of-school youth must be, as defined in WIOA Section 129 (a) (1) (B), not attending any school (as defined under state law), not younger than age 16 or older than age 24, **and** one or more of the following:

- School dropout
- Within the age of compulsory school attendance but has not attended school for at least the most recent complete school year calendar quarter
- Recipient of a secondary school diploma or its recognized equivalent who is a low- income individual and is basic skills deficient or an English language learner
- Offender
- A homeless individual (as defined in section 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2(6))), a homeless child or youth (as defined in section 725(2) of the McKinney-

Vento Homeless Assistance Act (42 U.S.C. 11434a(2))),

- A runaway, in foster care or has aged out of the foster care system, a child eligible for assistance under section 477 of the Social Security Act (42 U.S.C. 677) or in an out-of- home placement.
- Pregnant or parenting
- Individual with a disability
- Low income individual who requires additional assistance to enter or complete an education program or to secure or hold employment.

In-School youth must be not younger than age 16 or older than age 21, attending secondary or postsecondary school at the time of enrollment, be a low-income individual and one or more of the following barriers:

- Basic skills deficient
- An English language learner
- An offender
- A homeless individual, a homeless child or youth, or a runaway;
- An individual in foster care or has aged out of the foster care system or who has attained 16 years of age and left foster care for kinship guardianship or adoption, a child eligible for assistance under sec. 477 of the Social Security Act (42 U.S.C. 677), or in an out-of- home placement;
- Pregnant or parenting
- A youth who is an individual with a disability
- An individual who requires additional assistance to complete an educational program or to secure or hold employment.

C.4. Nonduplication -- No Substitution

Programs operated with WIOA funds should provide services and activities that are in addition to those already available in the area. WIOA funds should not be used to substitute for or to supplant other existing funds currently being used to provide services/activities similar to those being sought by this RFP.

C.5. Period of Performance

Proposers should develop their program design and budget to conform to an initial period of performance of 12 months. CAPTE reserves the right to revise the final time period for program activities as needed. CAPTE reserves the right to **extend/renew** its initial contract for services for up to *two (2) additional* 12-month periods.

All youth services staff, subcontracted staff, student workers, and volunteers who help deliver youth services, will provide services in a manner sensitive to the ethnic, racial, religious preference, and sexual orientation of the program youth.

C.6. Program Design Specifications

All youth programs are required to provide the following core service components:

1. **Objective Assessment:** Each participant must be provided with an objective assessment of his/her:
 - a) Basic skills level - the Tests of Adult Basic Education (TABE) test must be used for reading and mathematics grade levels.
 - b) Occupational skills (prior to work experience)
 - c) Employability
 - d) Interest and aptitudes (including interest and aptitudes for non-traditional jobs)
 - e) Supportive service needs
 - f) Developmental needs

The goal is to accurately evaluate the youth in order to develop an appropriate service strategy to meet his/her individual needs.

2. **Individual Service Strategy (ISS):** The ISS is based on the results of the objective assessment. It is an age-appropriate, individualized service strategy and will identify both short-term and long-term goals for:
 - a) Employment - including career pathways (education and training leading to a career in one of the targeted industries)
 - b) Achievement objectives
 - c) Support service needs and developmental needs

The ISS will connect the services to be provided with the outcomes to be achieved. The ISS must be regularly reviewed and updated to reflect the youth's progress.

3. **Services:** Programs must provide and coordinate services that will:
 - a) Prepare youth for postsecondary opportunities
 - b) Provide linkages between academic and occupational learning
 - c) Prepare youth for unsubsidized employment opportunities
 - d) Develop connections with area businesses and industries for securing employment opportunities for participants. This may include internships, paid or unpaid work experience, or pre-apprenticeship training.

C.6.a. Additional Requirements

1. **Leveraged Funding and Service Coordination:** Proposers are encouraged to leverage community resources to create a seamless network of services that are easily accessible and relevant to youth. Proposers must be able to draw upon a resource base that extends beyond WIOA funding. Proposers should describe connections to other funding sources that will benefit participants and increase the cost-effectiveness of federal funds. Letters of Intent or Memoranda of Agreement with organizations that are donating resources (both monetary and non-monetary) in support of the WIOA youth program should be submitted with the proposal.
2. **Information and Referrals:** Eligible youth must receive information on all services available through the proposer, including programs or activities provided by vendors and CAPTE's Career Center System. Eligible youth who do not enroll in WIOA programs must be provided information regarding the full array of applicable and appropriate services available through other local programs, including the Career Center, that have the capacity to serve them with appropriate training and educational services.

C.6.b. Required WIOA Youth Elements

Qualified proposers must demonstrate the ability to provide long-term, comprehensive services to youth through a collaborative approach with multiple partners that provide access to all WIOA required program elements for youth. Proposers are expected to link with existing programs and resources in the community. Proposers can provide these services directly or through referral.

The youth elements will be provided to any youth whose assessment shows a need for these services (WIOA (Section 129(c) (2)):

Improving Educational Attainment

1. Tutoring, study skills training, instruction and evidence-based dropout prevention and recovery strategies that lead to completion of the requirements for a secondary school diploma or its recognized equivalent (including certificate of attendance or similar document for individuals with disabilities) or a recognized postsecondary credential.
2. Alternative secondary school services or dropout recovery services.
3. Activities that help youth prepare for and transition to postsecondary education and training.

Preparing for and Succeeding in Employment

4. Paid and unpaid work experience that includes academic and occupational education which may include summer and year-round employment opportunities, pre-apprenticeship programs, internships, job shadowing and on-the-job training opportunities. Work experiences may take place in the private, for profit sector, the non-profit sector or the public sector. This promotes the development of good work habits and basic work skills. The length of time a participant will spend in work experience will depend on the needs of the participant.
3. Occupational skills training which includes priority consideration for training programs that lead to recognized postsecondary credentials that are aligned with in-demand occupations or industry sectors in the local area.
4. Education, offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster.
5. Entrepreneurial skills training
6. Services that provide labor market and employment information about in-demand industry sectors or occupations available in the local area such as career awareness, career counseling and career exploration.

Supporting Youth Development

7. Leadership development opportunities which may include community services, citizenship training, decision-making, peer-centered activities encouraging responsibility, employability, parenting skills and other positive social behaviors as appropriate.
8. Supportive services such as transportation, child care, dependent care, housing or tools and supplies necessary for work which may include referrals to community services.
9. Adult mentoring will be for the period of participation and a subsequent period, for a total of not less than 12-months.
10. Comprehensive guidance and counseling may include activities such as drug and alcohol counseling, mental health counseling or educational and career counseling and referrals as appropriate.
11. Financial literacy education for the ability to create household budgets and savings goals, manage spending, credit, debit, and to understand credit scores and financial services.
12. Follow-up services that continue for a period of not less than twelve months after the completion of program participation. Follow-up services are based on the needs of the individual.

C.6.c. Performance Standards

The work to be performed under this RFP shall be done to the satisfaction of CAPTE Local Board. The Board will have responsibility in determining the acceptability of service provider performance. This section depicts mandated performance outcomes for youth programs and the target standards set by the United States Department of Labor.

Anticipated Performance Standards for Program Year 2020

Under the WIOA, local workforce areas are held accountable for the performance of the workforce system. For CAPTE Youth Program, the desired performance measures are listed below:

Core Performance Indicators CAPTE Target Performance Standards

Measurable Skills Gains	80.0%
Employment Rate 2nd Quarter After Exit	58.7%
Employment Rate 4th Quarter After Exit	67.0%
Credential Attainment within 4 Quarters After Exit	39.3%
Medium Earnings 2nd Quarter After Exit	Pending State Guidance

The Workforce Innovation and Opportunity Act measures the success of the WIOA Youth Program services based on the above set of required performance measures. All CAPTE contractors are expected to meet or exceed the performance standards. Should a contractor's performance fall below CAPTE's planned enrollment or performance goals, the contractor may be subject to corrective action and/or recapture of funds.

CAPTE will require documentation of placement into unsubsidized employment or enrollment into postsecondary education/advanced training/occupational skills training. These goals will be monitored and evaluated on a quarterly basis.

The contractor **must** submit via email the following participant/program reports (formats will be provided by CAPTE/WDB):

- Monthly Progress and Attendance Report
- Monthly Narrative Report with a description of specific program activities provided during the month and significant accomplishments; description of goals and activities planned for the next month; and updates regarding linked organizations (subcontracted and non-financial partners), including any action to resolve issues with a linked organization. The contractor will also note in this report any programmatic, administrative, or fiscal challenges, as well as any requests for technical assistance.
- Quarterly Status Report

Note: Performance measures are negotiated on an annual basis and are therefore subject to change based on the negotiations with the CAPTE. These levels should ensure the local area of meeting or exceeding the negotiated levels with CAPTE and the DOL. For more specific information on these measures, interested organizations are encouraged to review the US Department of Labor website, which will provide guidance and details on program related issues.

PART D: PROPOSAL EVALUATION PROCESS AND CRITERIA

D.1. Notice of Award

The WDB will provide written notice of final decision(s) regarding responses to this RFP once all selection processes are concluded.

D.2. Rejection of Proposal

CAPTE reserves the right to reject any and all proposals received pursuant to this RFP. CAPTE will not pay for any information herein requested, nor is it liable for any costs incurred by those submitting proposals. CAPTE also reserves the right to select the contractor(s) who will best meet the needs of the region and the program; the selection will not necessarily be based solely on cost.

D.3. Notice of Appeal

Proposers who have been denied funding may appeal the decision of the Board only if the basis of the appeal alleges that there was a violation of a state or federal contracting law, rule or regulation, which was applicable to the contracting process. An appeal of a denial of award can only be brought on the following grounds:

- (1) Failure of CAPTE to follow the selection procedures and adhere to requirements specified in the RFP or any addenda or amendments.
- (2) There has been a violation of conflict of interest as stated in Form 9 Section 32.
- (3) A violation of State or Federal law

Appeals will not be accepted for any reasons other than those stated above. All appeals must state in clear terms the basis of the appeal. CAPTE will review appeals that meet the conditions outlined in this Section. Appeals must be submitted within 10 days from the date of the denial notice. Appeals should be sent to the following:

P. Nigel Roberts, Deputy Director
Re: Youth Services RFP Appeals
Central Alabama Partnership for Training and Employment
3216 4th Avenue, South
Birmingham, Alabama 35222

PART E: PROPOSAL EVALUATION CRITERIA

All proposals received by the deadline will be read and if more than a single proposal is received, they will be rated by a team consisting of at least 4 raters. The average scores from the raters for the qualified proposals will be ranked numerically to develop a ranked list for each program.

Proposal Criterion	Score
Organizational Capacity: Past performance with training/workforce development Organizational experience with similar type programs Fiscal and Administrative capacity	Maximum – 20 points
Program Design: Participant recruitment Intake and assessment Case Management Project components Staffing Methodologies/curriculum Service Elements included in program design Types of Activities Targeted Industry Sectors for occupational skills training Location and accessibility of services Cost effectiveness: number of youth to be served, cost per participant, shared resources leveraged from outside sources	Maximum - 20 points
Partnership / Linkages: Linkages with community or human service groups, post-secondary institutions or other entities as appropriate Linkages to employers for work experience, job shadowing, pre-apprenticeship training Linkages to Career Center System Linkages to schools Shared resources or services Memorandum(s) of Understanding	Maximum - 10 points
Outcomes: Expected outcomes appropriate for age group and target population Industry recognized credential WIOA performance outcomes	Maximum - 10 points
Cost: Are the costs justified and reasonable for activities and services proposed?	Maximum – 30 points
Oral Presentation:	Maximum - 10 points

PART F: RFP Response Package General Instructions

Following this page are the forms and instructions you will use to submit your proposal. You should number the pages of your proposal in accordance with the instructions below.

1. The completed and signed **CAPTE Youth Proposal Package Cover Sheet** should be **page 1** of your complete proposal response.
2. The completed and signed **CAPTE Contractor Qualifications** should be **page 2**.
3. The completed and signed **Proposing Agency Qualifications** should be **page 3**.
4. Your response to the **Program Narrative** should begin as **page 4** and should follow the program narrative outline on page 19. Address each item individually. Please number all remaining pages in your proposal at the bottom of the page.
5. Following the Program Narrative, submit a completed **Line Item Budget** form and a **Budget Narrative**.
6. Following the Budget Narrative include the completed Proposer's **Assurances and Certifications**.
7. The order of your proposal should be:
 - a. **CAPTE Youth Proposal Cover Sheet** will be page 1.
 - b. The **Contractor Qualifications** will be page 2.
 - c. The **Proposing Agency Qualifications** will be page 3.
 - d. The **Program Narrative** (no more than 25 pages).
 - e. The **Line Item Budget** form will follow the end of the Program Narrative.
 - f. The **Budget Narrative** will begin on the next page following the Line Item Budget.
 - g. **CAPTE Assurances and Certifications** will follow the Budget Narrative.
 - h. The **State of Alabama's Disclosure Statement** follows the **Assurances and Certifications**.

Make sure your proposal is **signed and dated in blue ink** by an appropriate official of the agency.

**PART G: Central Alabama Partnership for Training and Employment
Youth RFP Response Package Cover Sheet**

I. PROPOSER'S IDENTIFICATION

Federal I.D. No _____

Name of Organization			
Address			
City, State, Zip			
Grant Signatory/Title		/	
Contact Person/Title		/	
Email			
Signatory Telephone #		Contact Telephone #	

II. PROJECT SUMMARY

Title and brief descriptive summary of the proposed activity

Physical Location of Service Delivery Sites/Facilities			
Beginning Date of Program		Ending Date of Program	
Number of Hours Required to Complete Program		Number of Hours Participants Will Attend per Week	
Number of Weeks Required to Complete Program		Total Number of Participants to be Served	
Cost per Participant		Daily Hours of Operation	

Indicate below which of the WIOA Youth Program Elements you are proposing to provide using the WIOA funds you are requesting.

- 1 2 3 4 5 6 7 8 9 10 11 12 13 14

III. PROPOSED BUDGET

WIOA Funds Requested _____

IV. CERTIFICATION

The information contained in this Grant Application fairly represents the proposed operating plans and budget necessary to conduct the Youth program/activities herein described. I acknowledge that I have read and understand the requirements of the Grant Application Request and that the organization is prepared to implement the proposed activities herein described. I certify I am authorized to sign this Grant Application on behalf of the organization submitting this Grant Application. The proposal is firm for 120-days from the closing date for this submission.

Signature of Signatory Official: _____

Typed Name of Signatory Official: _____

Signatory Official's Job Title: _____

Date: _____

PART H: Central Alabama Partnership for Training and Employment

Request for Proposal

Contractor Qualifications

Administrative Organization	<input type="checkbox"/> Non-Profit Organization <input type="checkbox"/> Government Organization <input type="checkbox"/> For-Profit Business <input type="checkbox"/> Other
Other: Please Specify	
Contact Person for Documentation of Qualifications	
Phone Number	
Address	
Mailing Address (if different)	
Email Address	
Fax Number	

I hereby declare that the information provided in the RFP response is accurate, valid and a full disclosure of requested information. I am fully authorized to represent the organization listed above, to act on behalf of it and to legally bind it in all matters related to the RFP.

Printed Name:	Title:
Signature:	Date:

- **Copy must be submitted with Proposal:**
 - Copy of the documentation proving legal entity (proof of Incorporation, 501(c)(3),etc.)
- **Copy must be submitted prior to a Grant Award:**
 - Copy of Table of Contents of Personnel Policies
 - Copy of written Conflict of Interest Policy of staff and board, including nepotism
 - Copy of written Grievance Procedure for Youth
 - Copy of annual budget document showing total budget
 - Revenue documentation showing more than one funding source for the organization
 - Copy of the most recent formal audit (completed within last 2 years) or most recent audited financial statements proving fiscal capacity and capacity for fund accounting on an accrual basis.

Part I. PROPOSING AGENCY QUALIFICATIONS

Please complete the following checklist: Make check marks and/or circle Yes/No responses or fill in blanks, as applicable to any particular question or information request.

Type of Agency: (check)

<input type="checkbox"/>	Public School	<input type="checkbox"/>	Municipality/ County Government
<input type="checkbox"/>	Two-Year College	<input type="checkbox"/>	Private Not-for-Profit Organization
<input type="checkbox"/>	Four-Year College	<input type="checkbox"/>	Commercial FOR-PROFIT Organization
<input type="checkbox"/>	State Agency	<input type="checkbox"/>	Other (Please Specify)
<input type="checkbox"/>		<input type="checkbox"/>	

Are you licensed or registered to do business in Alabama?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No

Are you now – or in the past two years have been - obliged to repay any costs incurred by your agency under any federal assistance programs that were subsequently disallowed as a result of any audit or other review?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No

If Yes, explain the circumstances on a separate sheet inserted behind this item.

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Does your agency’s financial unit have experience in fiscal controls and financial accounting procedures related to expending Federal Funds pursuant to Generally Accepted Accounting Principles (GAAP) including the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards issued by the Office of Budget Management (OMB) on 12/26/14?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No

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Can your financial system report expenditures of WIOA funds on an accrual basis?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No

Within the past year, what percentage (%) of your agency’s total revenues have been derived from grants and/or contracts made possible through the Workforce Innovation & Opportunity Act (WIOA) funds?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
				%

What was the date of your agency’s last independent audit?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Name of audit firm/agency?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Part J: STATEMENT OF WORK: NARRATIVE AND PROGRAM DESIGN

Instructions: This section is to be completed by the lead applicant organization. Proposals will be evaluated by an objective rating team and will be rated on the criteria listed below.

Program Narrative should begin as **Page 4** of your response package immediately behind the completed proposal cover sheet and contract qualifications sheet.

A comprehensive narrative explanation of your proposed program must be provided. Proposers must use the outline delineated here, and address each item, (I through V):

The narrative will be a key element of your proposal.

Program Narrative Format

The Narrative must address the following points:

I. Executive Summary: (2 pages maximum)

- Open with a concise summation of your program
- Who will the organization serve; and what outcomes will you achieve as a result of participation?
- Discuss how the need was documented
- Describe major proposed activities and intended outcomes
- Specify proposed sites/locations for service /activity delivery and the hours for the program
- Total amount requested

II. Organizational Capability:

- Describe Your Organization's Mission and Purpose
- What makes your agency qualified to deliver this program?
- Indicate why you can/will be successful in conducting this program.
- Describe how your history and mission are relevant to program aims.
- Discuss experience with other youth programs.
- Describe how you propose to assure proper management and administration of the program to WIOA requirements.
- Document prior successful experience with similar programs.

III. Program Design:

Describe in detail how the program will be designed and how the program components will be provided. Program components must include:

- **Outreach and Recruitment Plan-** What population of youth will your program serve? Describe outreach and recruitment methods including referral sources such as local schools, community outreach plans and mass media campaigns.
- **Selection and Orientation–** Describe how individuals will be screened and selected for enrollment. This should include:
 - Special criteria or entry requirements to enroll in the program such as a minimum basic skills level for reading and math (if applicable) or other program requirements.
 - Procedures to ensure that individuals enrolled in the program will enhance the attainment of WIOA performance standards.

- Understanding that all youth enrolled will affect overall performance regardless of the length of time enrolled or services received.
 - Understanding that all youth must have a minimum of twelve months of follow-up services after exit from WIOA services.
 - Details on information and referrals individuals will receive whether the youth is eligible or ineligible for the program. As part of orientation, youth must receive information on all services available through the proposer, including programs or activities provided by vendors and CAPTE's Career Center System. This includes information about all program policies governing such areas as attendance, behavior and substance abuse.
- **Participant Certification and Orientation** - Describe how the program will facilitate eligibility determination and registration:
- Registration includes completion of the WIOA youth application, registration in the integrated services database system for statewide workforce development and the Career Center system, verification of the information provided for the application and determination that the applicant meets the WIOA eligibility criteria.
 - Local Career Center staff is responsible for the WIOA eligibility determination. It is the proposer's responsibility to ensure that all documentation needed to complete the eligibility process is provided to the local Career Center staff. Parent or guardian signatures are required on eligibility paperwork for youth under 19 years of age.
 - Include the proposer's understanding that WIOA funds can only be used to serve WIOA certified youth.
- **Assessment** - Describe the types of assessments to be used for the assessment of basic educational skill levels, employability and work maturity skills, aptitudes and interests, developmental needs, supportive service needs, prior work experience and career planning. The Tests of Adult Basic Education (TABE) test must be used for reading and mathematics grade levels.
- Will the program perform assessments or partner with other providers in the community (Adult Basic Education, Schools, etc.) to achieve the assessments? If so, does the partner know they will be performing the assessment? Will there be a charge for these services?
 - Describe how the assessment results will be used to determine the services a youth will need to successfully complete the program.
- **Individual Service Strategy (ISS)** - Describe how case managers and youth will work together to develop the individualized service strategies and goals and how often the plan will be reviewed and updated.
- **Case Management**- Case managers and youth participants must work together in a goal-oriented, participant-centered process that extends from recruitment through follow-up. The case manager motivates participants and coordinates services and information to prepare for academic and occupational learning, or employment/training opportunities, as appropriate. All services/activities must be documented.
- **Program Elements** – Describe the services/activities your program will provide based upon the Program Elements.
- What/which elements will be provided by your program with WIOA funds?
 - How will your program assure that youth have access to the WIOA elements that your program will not provide?
 - Discuss linkages and agreements with employers, industry associations, apprenticeship

programs, postsecondary institutions, community and service organizations and the Alabama Career Center System to include memorandum of understandings or shared resources.

Describe how your program will provide each of the required elements listed below:

1. Tutoring, study skills training, instruction and evidence-based dropout prevention and recovery strategies that lead to completion of the requirements for a secondary school diploma or its recognized equivalent (including certificate of attendance or similar document for individuals with disabilities) or a recognized postsecondary credential.
2. Alternative secondary school services or dropout recovery services.
3. Activities that help youth prepare for and transition to postsecondary education and training.
4. Paid and unpaid work experience that includes academic and occupational education which may include summer and year-round employment opportunities, pre-apprenticeship programs, internships, job shadowing and on- the-job training opportunities. Work experiences may take place in the private, for profit sector, the non-profit sector or the public sector, which will promotes the development of good work habits and basic work skills. The length of time a participant will spend in work experience will depend on the needs of the participant.
5. Occupational skills training which includes priority consideration for training programs that lead to recognized postsecondary credentials that are aligned with in-demand occupations or industry sectors in the local area.
6. Education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster.
7. Entrepreneurial skills training providing the basics of starting and operating a small business and develops entrepreneurial skills.
8. Services that provide labor market and employment information about in- demand industry sectors or occupations available in the local area such as career awareness, career counseling and career exploration.
9. Leadership development opportunities which may include community services, citizenship training, decision-making, peer-centered activities encouraging responsibility, employability, parenting skills and other positive social behaviors as appropriate.
10. Supportive services such as transportation, child care, dependent care, housing or tools and supplies necessary for work which may include referrals to community services.
11. Adult mentoring for the period of participation and a subsequent period for a total of not less than 12-months.
12. Comprehensive guidance and counseling may include activities such as drug and alcohol counseling, mental health counseling or educational and career counseling and referrals as appropriate.
13. Financial literacy education for the ability to create household budgets and savings goals, manage spending, credit, debit, and to understand credit scores and financial services.
14. Follow-up services that continue for a period of not less than twelve months after the completion of program participation. Follow-up services are based on the needs of the individual.
15. Work Readiness/Employability Skills training must be provided for all youth. Participants must complete work readiness training prior to entering any type of work experience or occupational skills training program. Training should include at a minimum:
 - o Appearance/Dress
 - o Attitude and Body Language
 - o Attendance and Punctuality
 - o Communication and Following Instructions
 - o Dependability/ Responsibility
 - o Time Management

- Decision Making and Problem Solving
- Leadership and Motivation
- Financial Knowledge and Management

Additional topics may be included in the Work Readiness training. Describe the curriculum used to teach these skills.

IV. Placement Services:

All youth upon successful completion of the program should be entering employment, the military, or postsecondary/advanced training that leads to an industry recognized credential. Describe how your program will ensure that all participants are placed into employment or postsecondary/advanced training programs linked to careers aligned with the skills needs of local industries for entry level positions.

V. Performance Outcomes:

- Describe how program staff will be trained on WIOA performance measures.
- Identify how specific elements of the program design will lead to attainment of all four federal and state WIOA performance measures.
- Identify and quantify the Common Measures outcomes to be achieved during your contract period as a result of the services your program will provide for:
 - Employment Rate Second Quarter after Exit
 - Employment Rate Fourth Quarter after Exit
 - Credential Rate
 - Measurable Skills Gain

Include in your proposal, a calendar/timeline that clearly identifies program milestones and activities assuming a 12-month operating timeline. (Note that possible renewal of any program will be done on an annual basis). Include on this timeline when you will complete enrollment or how many youth you will have enrolled at the end of each quarter. Also show reporting activity, financial invoicing and other events that will occur during the course of the program. This timeline should clearly communicate anticipated program activity on a month by month basis in a concise format. This timeline should be included as an addendum to the proposal and will not count against the page count of the proposal.

Please limit your narrative to items I through V in the narrative outline and to **no more than 25 pages**. Please double space and use 11-point font. Please **do not** submit full text copies of curricula, handouts, workbooks, promotional materials, etc. CAPTE can request submission of these items at a later date, if necessary.

VI. Cost/ Budget Narrative

What will be the cost to CAPTE Local Board for the program? Complete the **Proposed Line Item Budget for Youth Programs** form to provide ADC/WDD with information on the costs of your proposed program. Administrative costs are limited to no more than 10% of total costs.

Support this form with a detailed **Budget Narrative** in accordance with the definitions and instructions that follow the budget form on page 24.

Facsimiles of the budget form that you have created on your own are allowable for the proposal. **However**, CAPTE budget forms must be used once the Proposal has been approved and a grant agreement is developed. Proposers will be provided with an electronic copy of the budget forms.

Part K:

PROPOSED LINE ITEM BUDGET FOR YOUTH PROGRAMS

Service Provider	
Program Title	

LINE ITEM COST	PROGRAM SERVICES (PGS)	
Staff Compensation	PGS 1.	\$
Staff Fringe Benefits	PGS 2.	\$
Travel / Transportation	PGS 3.	\$
Facility Costs	PGS 4.	\$
Communications	PGS 5.	\$
Office Supplies	PGS 6.	\$
Books and Training/Teaching Aids	PGS 7.	\$
Equipment	PGS 8.	\$
Contractual	PGS 9.	\$
Other Direct Costs	PGS 10.	\$
Indirect Costs	PGS 11.	\$
TOTAL COST:		\$

Proposers should prepare a **Budget Narrative** that provides details to support and explain each cost element and how each was calculated.

Use the following **Line Item Component Definitions** to provide supporting detailed information (back-up) in the manner requested. Clearly number and label each line item in the narrative – PGS1 through PGS 11 – and provide information as requested in the Back-up Detail.

NOTE: Before a Youth grant is executed, a more detailed line item budget will be required of the Proposer. CAPTE will electronically provide the required forms necessary to complete the budget.

Line Item Component Definitions for Use in Preparing the Budget Narrative

PGS #1

Staff Compensation

List compensation in the form of salaries or wages to employees for work performed under the program. Compensation for this program should not exceed the compensation for similarly situated

employees of the Service Provider working under other programs and should be consistent with its usual personnel policies concerning employee compensation.

Back-up Detail: List by job title and name (if known) every employee that will be working on the program and paid with WIOA funds. For full-time staff, indicate basis for pay (salary/hourly wage/etc.), and show total compensation for each job title/person. For part-time staff, indicate percent of time devoted to the program, basis for pay, and show total compensation for each job title/person.

Example:

Position Title	Pay Rate Per Hour	Percentage of Time Applied to WIOA Program	Months Applied to Program	Salary Cost Charged to Program
<i>Sam Collins, Case Manager</i>	\$10.00 per hour	50% WIOA	12 months	\$10,400.00
Total Staff Salaries				\$10,400.00

PGS #2

Staff Fringe Benefits

List fringe benefit costs for employees listed on line PGS #1 as working under WIOA program. This may include FICA, Unemployment Compensation, Workers Compensation, Insurance, and Retirement benefits. Benefits provided should be consistent with the Service Provider’s usual customary personnel policies concerning the provision of benefits.

Back-up Detail: For all employees listed under PGS # 1, identify the various fringe benefits to be provided and explain how the benefits total was calculated. Indicate if some employees will not receive certain benefits and if so, why?

Example:

FICA:	Salaries \$	x	% Rate	\$
Health Insurance	Monthly Rate Per Person \$		x Months of Service	\$
Workers Comp	Salaries \$	x	% Rate	\$
Pension	Salaries \$	x	% Rate	\$
Unemployment Insurance	Salaries \$	x	% Rate	\$
Other Fringe Benefits (Specify)				\$
TOTAL				\$

PGS #3

Travel and Transportation

List cost for local travel or out-of-area travel by employees in connection with work performed under the program. This may include automobile mileage, fees, fares, tolls, other transportation charges, meals, lodging, per diem payments, etc. Travel for the program should be managed and paid in a manner consistent with the Service Provider’s usual and customary policies concerning employee travel on official business. Note: Out-of-state travel must be pre-approved by CAPTE.

Back-up Detail: Explain how the total was calculated by depicting various components of the total such as mileage reimbursement, meal allowances, out-of-area travel, conference fees, etc.

PGS #4

Facility Costs

List costs for building space and/or grounds to fulfill the purposes of the program. This may consist of rental or lease payments made to a third-party landlord, or depreciation charges for buildings owned by the Service Provider.

Other costs paid separately in support of the facilities used by the program. This may include, but is not limited to, costs for electricity, gas, water/sewer, waste disposal, pest control, security alarms and moving expenses. Allowable costs for minor repair/upkeep or alteration that may be the responsibility of the program under its lease terms.

Back-up Detail: Explain how the total was determined by depicting anticipated costs of the various elements contained in the definition. Any request for funds related to the use of facilities owned by the Service Provider must include an explanation of how such charges were calculated.

PGS #5

Communications

List cost for local and long-distance telephone service or other data transmission service. This may include costs for service installation and repair or service relocation and facsimile services.

Back-up Detail: Explain how the total was determined by depicting anticipated costs of the various elements contained in the definition.

PGS #6

Office Supplies

Consumable property and low-cost non-consumable property for use by the program staff. This may consist of:

- a. Costs for office supplies or desktop supplies to be used by program staff including postage, express mail service, overnight delivery services.
- b. Costs for the purchase of low-cost non-consumable property needed for the program. Normally, non-consumable items having an acquisition cost of less than \$5,000.00 per unit are classified as supplies rather than equipment.

Back-up Detail: Explain how the total was determined by depicting anticipated costs of various elements contained in the definition.

PGS#7

Books and Training/Teaching Aids

Cost of assessments, tests, books and training materials directly related to the participants.

Back-up Detail: Explain how the total was determined by depicting anticipated costs of various elements contained in the definition.

PGS#8

Equipment- Normally, equipment is defined as non-consumable tangible property having an acquisition cost of \$5,000.00 or more per unit and an expected useful life of one year or more. Costs for equipment

may consist of:

- ✓ Cost for the outright purchase of equipment needed to carry out the program.
- ✓ Equipment purchased with federal funds is considered to be the property of the funding agency.
- ✓ Costs for the rental or lease from a third party of equipment needed to carry out the program. Should be a separate line item as Equipment Lease. (Ex: Copier Rental)
- ✓ Costs associated with payments for equipment maintenance and service agreements, equipment installation or relocation, or the repair or upkeep of equipment owned by the Service Provider but used in the program. Should be a separate line item as Equipment Maintenance or Service Agreements. (Ex: Copier Maintenance)

Back-up Detail: Explain how the total was determined by depicting anticipated costs of the various elements contained in the definition.

Indicate if items are to be acquired through purchase, rental/lease, lease/purchase, etc. If there are charges for equipment owned by the Service Provider, explain how such charges were calculated/determined.

PGS #9

Contractual

List cost for services rendered to the program or to its staff or participants by third parties (not employed by the Service Provider) paid by the Service Provider through subcontract or fee-for-service arrangements. This may also include fees to outside consultants, seminar leaders, guest speakers, etc.

Back-up Detail: Explain how the total was determined by depicting anticipated cost of the various elements contained in the definition. Explain how the individual proposed cost/price was determined. Identify any known subcontractors. If unknown, explain the process you will use to identify a qualified subcontractor.

PGS #10

Other Direct Costs

Any other direct costs necessary to carry out the program that cannot otherwise be classified in another direct-cost line item should be included on this line and fully explained. This may include marketing, program outreach, and travel/transportation for participants.

Back-up Detail: Clearly identify and explain all other direct costs deemed necessary and reasonable to carry out the program. All other direct costs must meet allowable cost guidelines applicable to WIOA-funded programs.

PGS #11

Indirect Costs

Indirect costs may be applied to the program if the Service Provider has an approved indirect cost rate. Indirect charges to the program will be based on actual direct expenditures and not on budget estimates. CAPTE reserves the right to negotiate all indirect cost rates applied to any WIOA-funded program.

Back-up Detail: Service Providers should identify the cognizant agency that approved its indirect rate and enclose copies of the appropriate indirect cost rate agreement. Service Providers should be prepared to submit details concerning the components included in their indirect cost pool.

PART L: STATEMENT OF QUALIFICATIONS FOR BIDDER'S LIST

Date of Statement:			
Name of Organization:			
Address:			
Authorized Signatory:			
(must provide formal documentation of delegation of signatory authority by organization's governing body)			
Legal Status of Organization			
Profit		Date Incorporated	State
Non-profit		Date Incorporated	State
501(c)(3) IRS Letter of Determination			Date
Other Non-Profit		IRS Letter of Determination	Date
State, Local or Indian Tribal Government		Educational Institution	
Other (specify)			
Internal Revenue Service (IRS) Employer's Identification Number (EIN or TIN)			
Demonstrated effectiveness in Workforce programs, if applicable. (Briefly describe the organization's prior activities and outcomes related to workforce development programs that demonstrate the effectiveness of the service provided. Attach additional sheets if necessary.)			
Yes	No	In the past five (5) years has your firm been involved in a lawsuit in/on a matter related to payment to subcontractors, work performance on a contract, or employment-related litigation that proceeded to court?	
Yes	No	In the past five (5) years has your firm or any of its owners, partners or officers been investigated, cited, assessed any penalties, or been found to have violated any laws, rules/regulations enforced or administered by any governmental entity?	
Yes	No	Is your organization now, or has it ever been at any time in the past five (5) years the debtor in a bankruptcy case?	
Yes	No	In the past five (5) years has a governmental or private entity or individual terminated your organizations contract prior to completion of the contract?	
Yes	No	Does your organization have general liability insurance?	
Yes	No	Does your agency have a fidelity bond?	

Part M:

**Central Alabama Partnership for Training and Employment General Provisions,
Assurances & Certifications**

The Subrecipient assures and certifies that:

1. The Act

It will comply with the requirements of the Workforce Innovation and Opportunity Act of 2014(WIOA) (Public Law 113-128; STAT. 1425, 29 USC 3101 et seq.), hereinafter referred to as the ACT, the regulations and policies promulgated thereunder. This designation is subject to change as a result of any changes in the Act or conditions in any other legislation which may be passed, which governs the designation of program operations under the Act or any legislation which may replace the Act.

2. Administrative

It will comply with administrative and program policies issued pursuant to the Governor's Workforce Innovation Directives and any additional administrative provisions of the Local and State Workforce Development Board (CAPTE), as applicable. Specifically, a non-federal entity (2CFR 200.69 and 2 CFR 2900.2A) (Subrecipient) will comply with the administrative requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule (2 CFR Chapter I, Chapter II, Part 200, et al. as supplemented by the U.S. Department of Labor in its codification of the policies and procedures for financial assistance administration (2 DFR Part 2900)).

3. Amendments

When the regulations promulgated pursuant to the Act are amended or revised, the Subrecipient shall comply with them or notify the Jefferson County, AL within thirty (30) days after promulgation of the amendments or revisions that it cannot so conform.

4. Agreements

The WIOA Contract Agreement/Signature Sheet (Form 1), Contract Summary (Form 2), Budget (Forms 3, 5, & 6), General Provisions and Assurances (Form 9), State of Alabama Disclosure Statement, Signature Certification, Service Contractor Memo, Statement of Experience, Statement of Work, lease agreements, business license(s), W-9, and Insurance and Workmen's Compensation Policy form this agreement. This agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral; provided however, the warranty given by the Subrecipient, with respect to all representations, statements, writings and proposals, which form the basis for negotiations or considerations resulting in this agreement, shall remain valid and binding.

5. Legal Capacity

It possesses legal authority to participate in this agreement; that a resolution, motion or similar action has been duly adopted or passed as an official act of the Subrecipient's governing body, authorizing the person identified as the Subrecipient's official representative to act in connection with the agreement and shall provide such documentation.

6. Compliance with Laws

It shall comply with all applicable orders and codes of the federal, state, and local governments as they pertain to this agreement. Further, it certifies that performance under this agreement shall be in compliance with the Act, and rules/regulations promulgated under the Act. **“By signing this contract, grant, or other agreement, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.**

7. Grievance Procedures

It will establish grievance procedures agreeable to the Jefferson County, AL. It will ensure that any of its subcontracting Subrecipients, which are employers of or provides services to participants, will maintain grievance procedures relating to the terms and conditions of employment or service, which allow for, at complainant's request, a review of the employer's decision by Jefferson County, AL.; and

to inform employees and participants of the procedures they are to follow.

8. Nondiscrimination/ Equal Opportunity

As a condition of the award under Title I WIOA from the U. S. Department of Labor, the SUBRECIPIENT assures, with respect to operation of the WIOA Title I funded program or activity and all agreements or arrangements to carry out the WIOA Title I funded program or activity, that it will comply fully with all applicable federal statutes, that it will comply fully with the nondiscrimination and equal opportunity provision of the following laws: 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; with the Americans with Disabilities Act of 1990; the OSHA work place requirements: and with all applicable requirements imposed by or pursuant to regulations implementing those laws, and Section 188 of the WIOA of 2014. The Subrecipient also assures that it will comply with 29 CFR Part 38 and all other regulations implementing the laws listed above. This assurance applies to the Subrecipient's operation of the WIOA Title I financially assisted program or activity, and to all agreements the Subrecipient makes to carry out the WIOA Title I-financially assisted program or activity. The Subrecipient understands that the United States has the right to seek judicial enforcement of this assurance.

9. Political Activity

It will comply with the provisions of the Hatch Act (5 U.S.C. 1501, et seq.) regarding political activity by public employees or those paid with federal funds. None of the funds, materials, property, or services contributed by the Subrecipient or Jefferson County under this Agreement shall be used for any partisan political activity or to further the election or defeat of any candidate in public office.

It will comply with the requirements of the Act that no program under the Act shall involve political activities.

10. Records

It shall establish and maintain records on each employee and participant in each applicable activity, reflecting names, addresses, duties, wages/salaries, dates of employment/enrollment, time and attendance, and termination dates. It further understands that such participant records and financial records – except for non-consumable personal property – shall be retained for a period of six (6) years from the date of submittal to Jefferson County of its final expenditure report for that funding period or until any pending matters are closed. Records for non-consumable personal property shall be retained for three (3) years from the date of final disposition of said property. If any litigation, audit, or claim has been initiated, all above noted records must be retained until final resolution is made. When applicable, all Subrecipients shall comply with the Alabama Competitive Bid Law (Subsection 41-16-54, Code of Alabama 1975) which requires that all original bids together with all documents pertaining to the award of a contract shall be retained in accordance with a retention period of at least seven (7) years.

11. Access to Records

It will give the awarding agency (Jefferson County, AL), Alabama Department of Commerce, the U.S. Department of Labor (including the Department of Labor's Office of the Inspector General), and the Comptroller General of the United States, or any of their authorized representatives, the right of timely and reasonable access to any books, documents, papers, computer records, or other records pertinent to the agreement in order to conduct audits and examinations, and to make excerpts, transcripts, and photocopies of such documents. This right also includes timely and reasonable access to Subrecipient personnel for the purpose of interview and discussion related to such agreement. This right of access is not limited to the required retention period but shall last as long as the records are retained.

12. Sectarian

Participants shall not be employed on the construction, operation, or maintenance of any facility that is used or to be used for sectarian instruction or as a place of religious worship (except with respect to the maintenance of a facility that is not primarily or inherently devoted to sectarian instruction or religious worship in which the organization operating the facility is a part of a program or activity providing services to participants) per the WIOA Section 181 (b)(4).

13. Contract Work Hours and Safety Standards Act

In the event this contract or grant award is for an amount in excess of \$100,000 and involves the employment of mechanics and laborers, the Contractor or Subrecipient shall comply with the Contract Work Hours and Safety Standards Act, 40 U.S. C. 3701-3708, specifically 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Said Act includes provisions which provide that a contractor must compute the wages of mechanics and laborers on the basis of a standard 40-hour work week. If an employee works in excess of 40 hours during a work week, the employee must be compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours. Further, neither a laborer nor a mechanic can be required to work in unsanitary, hazardous or dangerous conditions.

Appropriate standards for health and safety in work and training situations will be maintained. It further understands that it is to be responsible for initiating, maintaining and supervising all health and safety standards and precautions in connection with work and training situations. Health and safety standards established under federal and state laws otherwise applicable to working conditions to participants engaged in programs and activities under Title I of the WIOA must be applied per the WIOA Section 181(b)(5).

14. Conditions of Employment

Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the participants and/or employees. Individuals in on-the-job training or individuals employed in programs and activities under Title I shall be provided benefits and working conditions at the same level and to the same extent as other trainees or employees working in similar length of time and doing the same type of work per the WIOA Section 191(b)(5).

15. Workers' Compensation

It will provide workers' compensation or insurance for injuries suffered by participants enrolled in its programs, or others as specifically noted elsewhere in this agreement and as required in the WIOA Section 181(b)(4).

16. Maintenance of Effort

Upon being funded by this agreement it will adhere to the following requirements:

- A. No currently employed worker shall be displaced by any participant (including partial displacement such as a reduction in the hours of non-overtime work, wages, or employment benefits).
- B. No program shall impair existing contracts for services or collective bargaining agreements, except that no program under this Act, which would be inconsistent with the terms of a collective bargaining agreement, shall be undertaken without the written concurrence of the labor organization and employer concerned.
- C. No participant shall be employed or job opening filled, (1) when any other individual is on layoff from the same or any substantially equivalent job, (2) when the employer has terminated the employment of any regular employee or otherwise reduced its work force with the intention of filling the vacancy so created by hiring a participant whose wages are subsidized under the Act or (3) the job is created in a promotional line that infringes in any way on the promotional opportunities of current employed workers.

17. Training Objectives

Training and related services, to the extent practicable, will be consistent with every participant's fullest capabilities and lead to unsubsidized employment opportunities, which will enable participants to become economically self-sufficient.

18. Work to be Performed

Shall ensure that the required performance levels are achieved pursuant to Section 6 of Form 2, entitled WIOA Contract Summary, incorporated herein by this reference and hereinafter referred to as "Form 2". The Subrecipient shall further ensure that all program activities related to the Program described in Section 4 of Form 2 comply with the terms of this Agreement. The Subrecipient acknowledges and understands that the U. S. Department of Labor (DOL), Jefferson County, AL and the local CAPTE shall supervise, evaluate and provide policy guidance and directing the Subrecipient in the conduct of all activities authorized under this agreement.

19. Use of Funds Supplanting

Funds will only be used for activities which are in addition to those which would otherwise be available

in the area in the absence of such funds.

20. Schedule of Payments

Subject to the receipt of WIOA funds from the Governor of the State of Alabama and the quantity and quality of performance levels achieved by Subrecipient under this Agreement, Jefferson County, AL agrees to reimburse the Subrecipient for all expenses authorized in the Budget Section pursuant to Form 2, Form 3, Form 5 and Form 6, all of which are herein incorporated by this reference.

Approvals for reimbursement will be determined as follows:

The Subrecipient shall submit a "Requisition for Payment Invoice" on the forms supplied by CAPTE. Reimbursement of WIOA funds will be made to the Subrecipient based on Jefferson County's Department of Finance timetable of releasing funds. Appropriate documentation that has been deemed necessary by Alabama Department of Commerce and Jefferson County's Department of Finance guidelines must accompany the Requisition for Payment in order to be reimbursed by the Jefferson County Department of Finance. Corrections will be made, if necessary, to expedite payment to the Subrecipient. **ALL INVOICES WILL BE DUE and PAYABLE UPON RECEIPT BY CAPTE.** All program and fiscal documents must be approved and submitted before final payment can be issued. Final payment will not be made until all closeout documents are authenticated and approved by CAPTE. The Grant Closeout Package will be mailed and due within 30 days of the sub-grant ending date. If the Subrecipient fails to submit a Request for Payment by its due date as described above, please refer to Section 36 for the remedy.

21. Reports

It will submit reports as required by CAPTE and Jefferson County and will maintain records and provide access to them as necessary for Jefferson County's review to assure that funds are being expended in accordance with the stated purposes, objectives and provisions of this agreement; including the maintenance of records to assist Jefferson County in determining the extent to which the program meets the stated goals and objectives. It is further understood that such reports will be submitted monthly to the GRANTOR up to, but no later than ten (10) working days at the end of the reporting period. **The Subrecipient will also prepare, submit, and maintain participant records in accordance with the FORMS PREPARATION AND DATA VALIDATION REQUIREMENT HANDBOOK.**

22. Participant Selection

All applicants must be carefully screened to determine the youth's suitability and their chances for success in the program. Participants enrolled in programs funded by this agreement will be enrolled only after certification of eligibility criteria. It is further understood that intentional noncompliance with this section by the Subrecipient will result in disallowed costs to the grant which shall be borne by the Subrecipient. (Core and Intensive Services are universal and do not require eligibility criteria to be applied, except for youth participants in order to receive these services).

23. Performance

Performance will be in accordance with the agreement including, but not limited to, Sections 18 and 21, and within the period as prescribed herein. The Subrecipient further assures that it will comply with all applicable laws, ordinances, charters, and regulations embraced in this agreement. By executing the agreement, the Subrecipient represents that it has familiarized itself with all applicable laws, ordinances, charters, and regulations embraced by or referred to in this agreement.

24. Acceptability

The work is to be done based on the performance outcomes set forth in Sections 18 and 21 of this Agreement and to the satisfaction of Jefferson County, AL or its designee. Jefferson County will interpret all reports and will decide the acceptability and progress of work; and will interpret the amount, classification and quality of kinds of work to be performed, and the amounts to be paid under this agreement. Jefferson County will be the sole judge of the validity and the acceptability of claims, if any, made by the Subrecipient and Jefferson County's decisions will be final, conclusive and binding on all parties concerned.

25. Indemnification

To the fullest extent permitted by law, the Subrecipient shall indemnify and hold harmless the governing body of Jefferson County, AL, CAPTE, and their respective officers, agents, employees and representatives against liability, claims, damages, losses, costs and expenses, including but not

limited to attorney's fees, for or on account of any claims, suits, or damages of any character whatsoever, which result from injuries, actual or perceived, by or to any person or property, which are attributable in whole or part to any negligent or willful act or omission of any officer, employee, agent or representative of the Subrecipient.

26. Contingency

It acknowledges and agrees that all funding is contingent on the availability of federal funds and continued federal authorization for program activities and is subject to amendment or termination due to lack of funds or authorization. Unearned payments under this agreement may be suspended or terminated upon refusal to accept any additional conditions that may be imposed by the U.S. Department of Labor and/or Jefferson County, AL at any time.

27. Bank Account

It shall maintain all Act monies from this agreement in a bank account having insurance coverage by the Federal Deposit Insurance Corporation (FDIC) or similar coverage used by other banking institutions.

28. Bonding

Prior to initial advancement of funds to the Subrecipient, Jefferson County shall receive a statement from the Subrecipient or its insurer assuring that all persons handling funds received or disbursed under the agreement are covered by a fidelity bond in an amount equal to the maximum Subrecipient contractual award, or \$100,000, whichever is less. Jefferson County shall have the right to require the Subrecipient to furnish additional bonds covering the faithful performance of this agreement and all obligations arising thereunder if and as required by law.

29. Procurement and Property

It shall have written procedures for procurement transactions. These shall comply with the requirements noted at 2 CFR 200.318-326, General Procurement Standards. Per the WIOA, Section 184(a)(3)(B), all procurement contracts and other transactions between local boards and units of state and local governments must be conducted only on a cost reimbursement basis. No Provision for profit is allowed. Procurement of consumable supplies or materials, equipment, and services made pursuant to this agreement shall be made by purchase order or written contract. Procurements by the Subrecipient shall be made in accordance with the provisions of 2 CFR 200.318-326, General Procurement Standards, and any additional provisions of Jefferson County, as applicable.

Equipment budgeted in any project under this contract should be procured and purchased no later than 6 months prior to the termination of this agreement. Equipment purchased under this contract should be properly tagged and reimbursement requested no later than 30 days after receipt. Failure to adhere to these provisions will result in the funds budgeted for equipment purchases being deleted from the budget by the Grantor.

The Subrecipient shall maintain records sufficient to detail the significant history of the procurement. These records shall include but are not necessarily limited to the following: rationale for the method of procurement, the selection of contract type, Subrecipient or vendor selection or rejection, and the basis for the contract type.

It will be the responsibility of the Subrecipient to maintain a current inventory of all property acquired with WIOA funds provided by CAPTE/Alabama Department Commerce.

Ownership/title to all property purchased with grant funds shall be vested in Jefferson County, AL. Title to property acquired or produced by a Subrecipient that is a commercial organization shall vest in Jefferson County, AL. Jefferson County retains the right to retake the property under the following conditions prior to the termination of the agreement:

1. The property is no longer needed to fulfill obligations of the agreement.
2. The property has been used by the Subrecipient for purposes other than those authorized in writing by Jefferson County.
3. The use of property procured by Subrecipient with WIOA funds, or loaned to the Subrecipient by Jefferson County, is restricted to the duration of the agreement and for uses specified in the agreement. The property shall only be utilized for purposes authorized by the Act.

30. Subcontractors

The Subrecipient agrees that a subcontractor is a person or entity who has a direct or indirect contract with the Subrecipient to perform any work, labor, services, duties or functions which the Subrecipient

is obligated to perform under the terms of this agreement. This Subrecipient shall not contract with the subcontractor to perform any work, labor, services, duties, or functions without the prior written approval of Jefferson County. In the event that a subcontractor is approved by Jefferson County or an agent of, the Subrecipient shall make no substitution for any subcontractor, person or entity previously approved by Jefferson County without the prior written approval of Jefferson County.

By an appropriate written agreement, the Subrecipient shall require a subcontractor, to the extent of the work, labor, services, duties or functions to be performed by the subcontractor, to be bound by the terms of this agreement and to assume toward the Subrecipient all obligations and responsibilities which the Subrecipient, by this agreement, assumes toward Jefferson County, AL. The agreement between the Subrecipient and the subcontractor shall preserve and protect the rights of Jefferson County under the terms of this agreement with respect to the work, labor, services, duties or functions to be performed by the subcontractor so that the subcontracting thereof will not prejudice such rights.

The Subrecipient shall not subcontract for any reason under this agreement for greater than twelve (12) months or until the time of termination of this agreement, whichever time is less.

31. Assignment of Interest

It may not assign any right or interest in this agreement.

32. Conflict of Interest – Real or Apparent

A conflict of interest, real or apparent, will arise when any of the following has a financial or other interest in the firm or organization selected for award: (1) the individual, (2) any member of the individual's immediate family, (3) the individual's partner, or (4) an organization which employs or is about to employ any of the above. By signing this agreement that no person under its employ or control who presently performs functions, duties or responsibilities in connection with Jefferson County or WIOA Title I funded projects or programs has any personal and/or financial interest, direct or indirect, in this agreement nor will the Subrecipient hire any person having such conflicting interest. The Subrecipient further certifies that it will maintain a written code of standards governing the performance of persons engaged in the award and administration of subcontracts and sub-grants.

33. Monitoring, Evaluation and Audit

It agrees to cooperate with the monitoring, evaluation and/or audit conducted by Jefferson County, AL, the Alabama Department Commerce, the U.S. Department of Labor, the U.S. Comptroller General, or their designees.

34. Modifications

(A) The Subrecipient shall submit a written request for modification prior to changing any budget line item or participant service level contained in this agreement. Such requests for modification of budget or activity shall be in the hands of Jefferson County, AL no later than five (5) workdays prior to the termination of the agreement.

(B) All modifications initiated by the Subrecipient will be mutually agreed upon by the parties to this agreement.

(C) Jefferson County may make a unilateral modification to this agreement at any time as long as such modification does not terminate said agreement.

(D) Upon approval, expenditures may exceed the budgeted line item by **25%** of the approved line item amount as long as the item(s) to be purchased are itemized in the agreement (Form 6 itemization). This variance applies to budgeted equipment as long as the total number of units budgeted does not exceed the total budget for equipment in any project. The equipment purchased must have already been a budgeted line item for this policy to be applicable.

35. Disallowed Cost Disputes

(A) It shall assume complete and total responsibility for repayment to Jefferson County of any funds improperly expended pursuant to this agreement. The Subrecipient shall also at any time, either during the duration of this agreement or subsequent to its termination, submit to and cooperate with any audits or investigations initiated in regard to this agreement by either Jefferson County, Alabama Department of Commerce, the U.S. Department of Labor, or their designees.

(B) Jefferson County reserves the right to at any time withhold payments due to the Subrecipient in an amount sufficient to recoup any prior payment or payments made to the Subrecipient for funds

expended under this Agreement that have subsequently been determined to be unauthorized pursuant to this Agreement or the Act by Jefferson County, the U.S. Department of Labor, or their designees. Jefferson County further reserves the right to withhold any payment due to the Subrecipient until such time as the Subrecipient has attained all performance outcomes for reimbursement as set forth in Section 23 of this Agreement, and completed, to Jefferson County's satisfaction, any and all final reports, documents, or other information as may be required by Jefferson County.

(C) It agrees to attempt to resolve any dispute which may arise from this Agreement by administrative process and negotiations in lieu of litigation and to continue performance under this Agreement during any such dispute. Any dispute concerning question of fact which is not resolved by informal means shall be decided by Jefferson County with said decision reduced to writing and provided to the Subrecipient. Nothing in this section shall be construed as preventing the Subrecipient from appealing any such decision pursuant to the Act.

(D) It will have protest procedures to handle and resolve disputes relating to its procurements. A protester shall exhaust all administrative remedies with Jefferson County before pursuing a protest at a higher level.

36. Indirect Cost

In accordance with 2 CFR 200.331(a)(1)(xiii) and (a)(4), and 2 DFR 200.414, Subrecipients of federal awards may charge indirect costs to the award unless statutorily prohibited by the federal program and in accordance with any applicable administrative caps on federal funding. The Alabama Department of Commerce and Jefferson County will not negotiate indirect cost rates with Subrecipients but will accept a federally negotiated indirect cost rate or the 10% de minimis rate of the modified total direct cost (MTDC) as defined in 2 CFR 200.68. If requesting the 10% de minimis rate, Subrecipients must submit a certification that the entity has never received a federally approved indirect cost rate. Subrecipients are allowed to allocate and charge direct costs through cost allocation. However, in accordance with 2 CFR 200.403, costs must be consistently charged as either indirect or direct costs, but not charged as both or inconsistently charged to the federal award. Once chosen, the method must be used consistently for all federal awards until such time as negotiated rate is approved by the Subrecipients' federal cognizant agency.

37. Termination

The performance of work under this agreement may be terminated in whole or in part for the following circumstances:

A. Termination for Convenience. Jefferson County may terminate for convenience. Jefferson County shall give seven (7) calendar days advance written notice of the effective date of such a termination to the other party to the agreement. The SUBRCIPIENT shall be entitled to receive just and equitable compensation for any work or services satisfactorily performed hereunder through and until the date of termination.

B. Termination for Cause. Jefferson County may terminate this agreement when it has determined that the Subrecipient has failed to provide any one or all of the services specified or to comply with any of the provisions contained in this agreement. If the Subrecipient fails to perform in whole or in part under this agreement or fails to make sufficient progress so as to endanger performance, Jefferson County will notify the Subrecipient of such unsatisfactory performance in writing. The Subrecipient will have seven (7) working days from the date of notification in which to respond with a plan agreeable to Jefferson County for correction of the deficiencies.

If the Subrecipient does not respond with appropriate plans, Jefferson County will serve a termination notice on the Subrecipient, which will become effective immediately upon receipt. In the event of such termination, Jefferson County shall be liable for payment only for work or services rendered prior to the effective date of the termination; provided however, that such services performed are in accordance with the provisions of this agreement.

C. Right to Appeal. The Subrecipient shall have the right to appeal any determination made by the Office of Human-Community Service and Economic Development under this section to the County Manager; however, if the Subrecipient has failed to submit an appeal within seven (7) calendar days from written notice of the termination and/or has failed to request and receive approval from Jefferson County for extension of such, then he shall have no further right of appeal.

D. No Appeal. In any case where Jefferson County has made a determination of the amount due the Subrecipient, Jefferson County shall pay to the Subrecipient the following:

1. If there is no right to appeal hereunder or if no timely appeal has been taken, the amount so determined by Jefferson County, or
2. If an appeal has been taken, the amount finally determined on such appeal

E. Deduction. In arriving at the amount due the Subrecipient under this section, there shall be deducted: any claim Jefferson County may have against the Subrecipient in connection with this agreement.

F. Adjustment. If the termination hereunder be partial, prior to the settlement of the terminated portion of this agreement, the Subrecipient may file with Jefferson County a request, in writing, for an equitable adjustment of the price or prices specified in the agreement relating to the continued portion. In the event of termination, for either convenience or cause, all property, finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, computer tapes, computer programs and reports prepared by the Subrecipient under this agreement shall, at the option of Jefferson County, and if in accordance with applicable state and federal regulations, become the property of Jefferson County. The Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Notwithstanding the above, the Subrecipient shall not be relieved of liability to Jefferson County for damages sustained by Jefferson County by virtue of any breach of the agreement by the Subrecipient.

38. Product Ownership

It understands that matters regarding the rights to any inventions and materials generated under this agreement are subject to the requirements of the Office of Management and Budget, the U.S. Department of Labor (37 CFR 401.1 and 2(a) , and the patent and copyright laws of the United States. Subject to share of the above mentioned requirements, the Subrecipient understands that any and all projects or material generated under this agreement and grant, whether in forms of reports, analyses, interviews, raw data, records, research findings, camera projects, working papers, or other items or materials are the property of Jefferson County and shall not be used by any other entity for any purpose unless authorized in writing by Jefferson County. Upon demand by Jefferson County, the Subrecipient shall convert title and possession of all such items to Jefferson County.

39. Copyrights

The federal awarding agency reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government purposes:

- A. The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and
- B. Any rights of copyright to which a Subrecipient or subcontractor purchases ownership with grant support.

40. Cost of Contract

- (A) The total amount of this agreement shall not exceed the amount stated on Form 1, the Signature Sheet.

(B) Costs budgeted under this contract are those administrative and program costs that are properly chargeable to WIOA fund sources. Costs incurred will be allocated to those fund sources according to the Subrecipient's cost allocation plan.

(C) The Subrecipient will only use funds provided in this agreement for expenditures authorized and detailed in the Budget Section incorporated herein. Funds provided under this agreement cannot be used as payment for any cost or obligation incurred prior to the effective date of this agreement.

(D) No over expenditures will be allowed for the total individual cost category amount of the program budget of this agreement. Those specific line items, which compose the program budget, may not be changed unless such changes are demonstrated to be necessary for the completion of the agreement and a written request for modification is submitted to and approved by Jefferson County. The written request shall include specific information which justifies such modification and shall depict changes to or deletions from the current established budget in a legible and accurate manner.

- (E) Any time prior to the expiration of this agreement, Jefferson County may remove from the

stated total cost of this agreement a proportional share of such funds as Jefferson County determines will remain unexpended upon expiration of the term of this agreement and such funds may be reallocated to other proper purposes by Jefferson County.

(F) The Subrecipient shall not rent, lease, lease-purchase or acquire an Interest in property or equipment, the cost of which would be charged to this agreement, unless specifically authorized to do so in the aforementioned program budget, and without the prior written approval of Jefferson County. Where the program budget authorized the acquisition of an interest in property or equipment to be charged to this agreement, the Subrecipient shall immediately upon the termination of this agreement, surrender title and possession of all such property or equipment to Jefferson County, Alabama Department of Commerce, or to the agency designated by the U.S. Department of Labor, where such a designation is made. Titles to property acquired or produced by a commercial Subrecipient with funds under this agreement shall vest in the awarding agency (Jefferson County) at time of purchase.

41. Purchases of American-Made Equipment and Products

It shall adhere to Section 507 of Public Law 103-333, as stated; it is the sense of Congress that to the extent practicable, all equipment and product purchases with funds from the agreement should be American made.

42. Public Relations

It agrees that if any type of public relations is performed in conjunction with the program under this contract, due credit will be given to the Act, the U.S. Department of Labor, and Jefferson County.

43. Federal Regulation Compliance

For agreements involving \$100,000 or more the Subrecipient agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970, 42 U.S.C. 1857 et seq., and the Federal Water Pollution Control Act, 22 U.S.C. 1251 et seq., and to report any violations of said standards, orders or regulations to Jefferson County and the Environmental Protection Agency Regional Office.

In the event this contract or grant award is for an amount which exceeds \$2,000 and is a prime construction contract, the contractor or Subrecipient shall comply with the Davis-Bacon Act, 40 U.S.C. 3141-3148, as supplemented by Department of Labor regulations at 29 CFR Part 5, which includes provisions providing for the payment of mechanics and laborers at a rate not less than the prevailing wages specified in a wage determination issued by the United States Secretary of Labor, and provides for the payment of wages to mechanics and laborers not less than once a week. Additionally, for all prime construction contracts in excess of \$2,000, the Contractor or Subrecipient shall comply with the Copeland "Anti-Kickback" Act, 40 W.S. C. 3145, as supplemented by Department of Labor regulations (29 CFR Part 3), which prohibits a Contractor or Subrecipient from inducing any person employed in the construction, completion, or repair of a public work from giving up any compensation to which he or she is entitled to receive,. In the event of a suspected or reported violation of either the Davis-Bacon Act or Copeland "Anti-Kickback" Act, Jefferson County shall report such violation to the federal awarding agency.

In appropriate circumstances the Subrecipient agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Contract Work Hours and Safety Standards Act, 40 U.S.C./327-33; Also, Jefferson County may include, as a part of this agreement, specific provisions with respect to the aforementioned statutory provisions, standards, orders and regulations.

44. Construction

It will ensure that WIOA Title I funds provided under this agreement are not spent on construction or purchase of facilities or buildings except:

- A. To meet a recipient's as the term is defined in 29 CFR 31.2(h), obligation to provide physical and programmatic accessibility and reasonable accommodation, as required by Section 504 of the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act of 1990, as amended;
- B. to fund repairs, alterations and capital improvements of:
 - 1. SESA real property, identified at WIOA Section 192, using a formula that assesses costs proportionate to space utilized;
 - 2. JTPA and WIA owned property which is transferred to WIOIA Title I programs;
- C. For job Corps facilities, as authorized by the WIOA Section 160(3)(B); and

D. To fund disaster relief employment on projects for demolition, cleaning, repair, renovation, and reconstruction of damaged and destroyed structures, facilities, and lands located within a disaster area (WIOA Section 170(d)(1)(A)).

45. Amendments

Any source document, law, regulation or the equivalent which is referred to, attached hereto, or incorporated herein by reference shall be deemed to be amended or modified as required by any law, rule or regulation enacted subsequent to the execution hereof.

46. Successors

Jefferson County and the Subrecipient each binds itself, its successors and legal representatives to the other party hereto in respect to all covenants, agreements, and obligations contained in this agreement.

47. Written Notice

Unless otherwise specified herein, written notice shall be deemed to have been duly served if delivered in person to an employee or officer of the entity for whom it was intended, or if delivered at or sent by registered or certified mail to the last business address known to the party who gives notice.

48. Warranty

It warrants Jefferson County that all statements, representations, writings, and proposals, which form the basis for negotiations or considerations resulting in this agreement, are true and correct to the Subrecipient's best knowledge, information, and belief.

49. Rights and Remedies

(A) The duties and obligations imposed by this agreement and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights or remedies otherwise imposed or available by law.

(B) Jefferson County shall be entitled to exercise any and all administrative, contractual, and legal rights and remedies imposed by or available to Jefferson County in the event of a breach or violation of this agreement by the Subrecipient.

(C) No action or failure to act by Jefferson County or the Subrecipient shall constitute a waiver of any right or duty afforded any of them under this agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

50. Suspensions of Payment

Payment under this agreement may be suspended in the event that the Subrecipient has an outstanding audit exception under any program funded by Jefferson County or in the event there is an amount owing to Jefferson County, the Alabama Department of Commerce or the federal government that is not received in a reasonable and timely manner.

Should the Subrecipient incur an unresolved audit exception or have unresolved questioned costs or finding of fiscal inadequacy as a result of any project monitoring by Jefferson County, then Jefferson County shall not enter into any other contract, agreement, grant, etc., with said grantee until the audit exception or questioned cost or finding of fiscal inadequacy has been resolved.

51. Audit Requirements

It shall comply with the audit requirements identified in the Office of Management and Budget Uniform Administrative Requirements, 2 CFR Part 200, Subpart F – Audit Requirements.

Nothing contained in this agreement shall be construed to mean that the Alabama Department of Commerce and/or Jefferson County cannot utilize its auditors regarding limited scope audits of various Alabama Department of Commerce and or Jefferson County funds. Audits of this nature shall be planned and carried out in such a way as to avoid duplication or not to exceed the audit coverage limits as stated in the Uniform Administrative Requirements.

Copies of all required audits must be submitted to:

P. Nigel Roberts, Deputy Director
Re: Youth Services Request for Proposals
Central Alabama Partnership for Training and Employment
Birmingham Career Center
3216 4th Avenue, South

Birmingham, AL 35222
(205) 582-5266

All entities that have a single audit must submit the reporting package and data collection form to the Federal Audit Clearinghouse in accordance with 2 CFR Part 200, Subpart F 200.512.

52. Debarment and Suspensions Certification

This certification is required by the regulations implementing Executive Order 12549 and 12689, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' Responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211.) No RECIPIENT or Subrecipient shall make any sub grants or permit any contract or subcontract at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs in accordance with the Department of Labor regulations 29 CFR Part 98.

The Subrecipient certifies, by signing this agreement, 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.

Where Subrecipient is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this agreement.

53. Certification Regarding Lobbying

All WIOA Title I Recipients and Subrecipients must comply with the restrictions on lobbying which are codified in the U S Department of Labor regulations at 29 CFR Part 93 WIOA Section 195). No Federal Appropriated Funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or any employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of 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. (Byrd Anti-Lobbying Amendment 31 U.S.C. 1352)

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 Subrecipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Subrecipient shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code.

54. Transparency Act Requirements

Awards under these programs are included under the provisions of P.L. 109-282, the Federal Funds Accountability and Transparency Act of 2006" (FFATA). Under this statute, the State is required to report information regarding executive compensation and all subgrants, contracts and subcontracts in excess of \$25,000 through the Federal Sub-award Reporting System (<http://www.frs.gov/>) and in accordance with the terms found in the federal regulations at 2 DFT Part 170, including Appendix A. Therefore, all Subrecipients, who meet this threshold, will be required to furnish this information to the division with Alabama Department of Commerce, which is funding the Subrecipient agreement. Specific reporting processes will be provided by the applicable Alabama Department of Commerce division to Subrecipients.

55. Clean Air Act and Federal Water Pollution Control Act

In the event this contract or grant award is for an amount in excess of \$150,000, the Contractor or Subrecipient shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S. C. 7401-7671Q, and the Federal Water Pollution Control Act, 33 U.S. C, 1251-

1387. Jefferson County shall report any suspected or reported violation to the federal awarding agency and to the Environmental Protection Agency.

56. Energy Conservation

It shall comply with all mandatory standards and policies relating to energy, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42U.S.C. 6201 et seq. (Public Law 94-163).

57. Procurement of Recovered Materials

2 CFR 200.322 provides that a non-federal entity that is a state agency of a political subdivision of a state and its contractors must comply with Section 602 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of completion, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceed \$10,000: procuring solid waste management services in a manner that maximized energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the DPA guidelines.

58. Tobacco Smoke

It shall comply with Public Law 103-227, Title X, Part C, also known as the Pro-Children Act of 1994 (20 U.S.C. 6083), which prohibits smoking in any portion of any indoor facility owned or leased or contracted for by an entity used routinely or regularly for the provision of health, daycare, education, or library services to children under the age of 18 if the services are funded by federal programs either directly or through state or local governments by federal grant, contract, loan or loan guarantee.

59. Human Trafficking Provisions

This award is subject to the requirements of Section 106(g) of the "Trafficking Victims Protection Act of 2000" (22U.S.C. 7104).

60. Act 2016-312 Prohibition against Boycotting

Subrecipient certifies that it is not currently engaged in, and for the duration of this agreement will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state enjoys open trade.

61. Audit Exception Unresolved Questioned Costs/Outstanding Debts

It certifies by signing this agreement that it does not have any unresolved audit exceptions, unresolved questions of cost or findings of fiscal inadequacy as a result of project monitoring.

62. Relocation

It will ensure that no funds provided under his agreement shall be used or proposed for use to encourage or to induce the relocation of an establishment, or part thereof that results in the loss of employment for any employee of such establishment at the original location.

Further, the Subrecipient will ensure that no WIOA Title I funds are provided under this agreement for customized training, skill training, or on the job training or company specific assessment of job applicants or employees of a business or part of a business that has relocated from any location in the United States, until the company has operated at the location for 120 days, if the relocation has resulted in any employee losing his or her job at the original location.

63. Code of Standards

It shall maintain a written code of standards of conduct governing the performance of persons engaged in the award and administration of WIOA contracts and subgrants. This document will contain appropriate sanctions for a failure at any level to follow the code of standards of conduct.

64. Public Service Employment

It will ensure that no funds available under this agreement are used for public service employment, except to provide disaster relief employment as specifically authorized in Section 170(d) of the WIOA (Section 194(1)).

65. Employment Generating Activities and Foreign Travel

It will ensure that no funds available under this agreement are used for employment generating activities, economic development activities, investment in revolving loan funds, capitalization of businesses, investment in contract bidding resource centers, and similar activities, unless they are

directly related to training for eligible individuals (WIOA Section 181(e)). The Subrecipient will also ensure that no WIOA Title I funds are spent on wages of incumbent employees during participation in economic development activities provided through a Statewide Workforce Innovation and Opportunity Act System (WIOA Section 181(b)(1)).

66. Foreign Travel

It will ensure that no funds under this agreement shall be used for foreign travel (WIOA Section 181(e)).

67. Tryout Employment

It will ensure that no funds under this agreement are used for tryout employment.

68. Reports of Violations

It shall advise all employees that no action of any kind will be taken against an employee for providing information concerning any violation of the Act to the U.S. Department of Labor, Incident Reporting System; and that if a complainant considers that his/her position will be compromised by submitting information through the system, they may send the report directly to the U.S. Department of Labor Inspector General.

69. Drug Free Work Place

It certifies by execution of this Agreement that it will comply with Subpart F, Drug-Free Workplace Requirements as codified by the U S Department of Labor (29 CFR Part 98.600-635) and as required by the WIOA Regulations. A separate certification, specific to the site, of performance relative to the agreement is also required (29 CFR Part 98.630).

In accordance with provisions of Title V, Subtitle D of Public Law 100-690 or Public Law 111-350 (41 U.S.C. 8181 et seq.), the “Drug-Free Workplace Act of 1988”, all grantees must maintain a drug-free workplace and must publish a statement informing employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and establishing the actions that will be taken against employees violating these prohibitions. Failure to comply with these requirements may be cause for debarment.

70. Insurance

It will maintain such insurance as will protect him and Jefferson County from claims under Workmen’s Compensation Acts, and from claims for damage and/or personal injury, including death, which will be written by companies authorized to do business in Jefferson County, Alabama and **shall** include Jefferson County, Alabama as Added Additional Insured By Endorsement including a thirty (30) day(s) written cancellation notice. Evidence of insurance will be furnished to the Purchasing Agent not later than seven (7) day(s) after Purchase Order/contract date. A copy of the policy must be provided as verification of the following:

Insurance Minimum Coverage:

The contracting party shall file the following insurance coverage and limits of liability with the County’s Human Resources Department and the Purchasing Department before receiving WIOA funds:

- \$1,000,000 Bodily injury and property damage combined occurrence
- \$1,000,000 Bodily injury and property damage combined aggregate
- \$1,000,000 Personal injury aggregate Comprehensive Form including Premises/Operation Products/Completed Operations, Contractual, Independent Subrecipients, Broad Form property damage person injury.

Automobile Liability:

- \$1,000,000 Bodily injury and property damage combined coverage; any automobile including hired and non-owned vehicles
- \$100,000 Workers Compensation and Employers Liability: limit each occurrence

Umbrella Coverage:

- \$1,000,000 each occurrence
- \$1,000,000 aggregate

Added Additional Insured by Endorsement: Jefferson County Commission

71. Governing Law

This contract is made and entered into in Jefferson County, Alabama. The interpretation and

enforcement of this Agreement will be governed by the laws of the State of Alabama. The Subrecipient agrees to attempt to resolve disputes arising from this agreement by administrative processes and by negotiations in lieu of litigation. Continued performance during all disputes is assured.

In connection with any dispute or appeal arising under this section, the Subrecipient shall be afforded an opportunity to be heard and to offer evidence in support of its position; the Subrecipient shall be accorded this opportunity prior to any decision by Jefferson County's authorized representative. Pending the appeals process and a final decision of a dispute hereunder, the Subrecipient shall proceed diligently with the performance of this agreement in accordance with Jefferson County's decision.

The Subrecipient will have protest procedures to handle and resolve disputes relating to its procurements. A protester shall exhaust all administrative remedies with Subrecipient before pursuing a protest at a higher level.

Any dispute concerning a question of fact arising under this agreement, which is not settled by informal means, shall be the jurisdiction and venue of the Circuit Court of Jefferson County, Alabama; Birmingham Division.

72. Mandatory Disclosures

Pursuant to 2 DFR 100.113, the Subrecipient must disclose, in a timely, in writing to Jefferson County all violations of federal criminal law involving fraud, bribery, or gratuity violations.

73. Not to Constitute a Debt of the State or Jefferson County, AL

It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by the Amendment No. 26, nor of Jefferson County, AL.

74. Conflicting Provision

If any provision of the Agreement shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of the Agreement, be enacted, then that conflicting provision in the Agreement shall be deemed null and void.

75. Assignability

It shall not assign any right or interest in the Agreement and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of Jefferson County, AL thereto. Provided, however, that claims for money due, or to become due to the Subrecipient from Jefferson County under this Agreement may be assigned to a bank, a trust company, or other financial institution through a valid court order and without such approval. Notice of such assignment or transfer shall be furnished promptly to Jefferson County, AL.

76. Contingency Clause

It is expressly understood and mutually agreed that any Jefferson County commitment of funds herein shall be contingent upon receipt and availability Jefferson County of funds under the program for which this agreement is made. If this agreement involves federal funds, the amount of this Agreement will be adjusted by the amount of any federal recessions and or deferrals. Payments made by Jefferson County under the terms of this Agreement shall not constitute final approval of documents submitted by the Subrecipient or of procedures used in formulating requests for payment to the Subrecipient. Funds appropriated and obligated to this award are available for reimbursement of costs until the end of the performance period set forth in the Agreement.

77. Grant Funds Paid

The County, the Subrecipient and/or the Subrecipient's representative signed below certify by the execution of this Agreement that no part of the funds paid to Subrecipient pursuant to this Agreement nor any part of the services, products or any item or thing of value whatsoever purchased or acquired with said funds shall be paid to, used by or used in any way whatsoever for the personal benefit of any member or employee of any government whatsoever or family member of any of them, including federal, state, county and municipal and any agency or subsidiary of any such government; and further certify that neither the Subrecipient, nor any of its officers, partners, owners, agents, representatives, employees or parties in interest has in any way colluded, conspired, connived, with any member of the governing body or employee of the governing body or any other public official or public employee, in any manner whatsoever, to secure or obtain this Agreement and further certify

that, except as expressively set out in the scope of work or services of this Agreement, no promise or commitment of any nature whatsoever of anything of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this Agreement.

Any violation of this certification shall constitute a breach and default of this Agreement, which shall be cause for termination. Upon such termination the Subrecipient shall immediately refund to the County all amounts paid pursuant to this Agreement.

78. Disclaimer

Jefferson County specifically denies liability for any claim arising out of any act or omission by any person or agency receiving funds from Jefferson County whether by contract, grant, loan, or by any other means.

No Subrecipient, contractor or agency performing services under any agreement, contract, grant or any other understanding, oral or written, other than an actual employee of Jefferson County shall be considered an agent or employee of Jefferson County or any division/department thereof. Jefferson County and its agents and employees assume no liability to any Subrecipient, contractor or agency, or any third party, for any damages to property, both real and personal, or personal injuries, including death, arising out of or in any way connected with the act or omissions of any Subrecipient, contractor or agency, or any other person.

79. Statement of Compliance with Alabama Code Section 31-13-9

By signing this contract, grant, or other agreement, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

80. Representation

By executing this agreement, the Subrecipient represents that it has read and understands the provisions of this agreement.

Part N: Signature Certification

Date:

Company Name:

Authorized by (print name; include documentation so authorizing):

Signature:

Title:

Phone#:

Our company/organization gives authority to the listed individuals to act in the capacity so listed:
(clearly print name and title) (provide company documentation of authorization)

1.

2.

3.

4.

5.

Part: O
Service Provider Memo

TO: The Service Provider

Our agency/organization fully understands that any work performed prior to receipt of the signed agreement from the Jefferson County Commission for services, as stated in the written agreement, constitutes “at risk work.” “At risk work” is defined as work for which your agency/organization will not be paid (by Jefferson County) unless a written agreement covering the nature of the work and the time period of the work is fully executed by all parties.

It is further understood that only the Jefferson County Commission or its designee may approve written agreements for services to be provided to Jefferson County.

Signature - Agency/Organization's
Authorized Signatory Official

Date

Part P:

Vendor Disclosure Statement Information and Instructions

Act 2001-955 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000. The disclosure statement is not required for contracts for gas, water, and electric services where no competition exists, or where rates are fixed by law or ordinance. In circumstances where a contract is awarded by competitive bid, the disclosure statement shall be required only from the person receiving the contract and shall be submitted within ten (10) days of the award.

A copy of the disclosure statement shall be filed with the awarding entity and the Department of Examiners of Public Accounts and if it pertains to a state contract, a copy shall be submitted to the Contract Review Permanent Legislative Oversight Committee. The address for the Department of Examiners of Public Accounts is as follows: 50 N. Ripley Street, Room 3201, Montgomery, Alabama 36130-2101. If the disclosure statement is filed with a contract, the awarding entity should include a copy with the contract when it is presented to the Contract Review Permanent Legislative Oversight Committee.

The State of Alabama shall not enter into any contract or appropriate any public funds with any person who refuses to provide information required by Act 2001-955.

Pursuant to Act 2001-955, any person who knowingly provides misleading or incorrect information on the disclosure statement shall be subject to a civil penalty of ten percent (10%) of the amount of the transaction, not to exceed \$10,000.00. Also, the contract or grant shall be voidable by the awarding entity.

Definitions as Provided in Act 2001-955

Family Member of a Public Employee - The spouse or a dependent of the public employee.

Family Member of a Public Official - The spouse, a dependent, an adult child and his or her spouse, a parent, a spouse's parents, a sibling and his or her spouse, of the public official.

Family Relationship - A person has a family relationship with a public official or public employee if the person is a family member of the public official or public employee.

Person - An individual, firm, partnership, association, joint venture, cooperative, or corporation, or any other group or combination acting in concert.

Public Official and Public Employee - These terms shall have the same meanings ascribed to them in Sections 36-25-1(23) and 36-25-1(24), Code of Alabama 1975, (see below) except for the purposes of the disclosure requirements of this act, the terms shall only include persons in a position to influence the awarding of a grant or contract who are affiliated with the awarding entity. Notwithstanding the foregoing, these terms shall also include the Governor, Lieutenant Governor, members of the cabinet of the Governor, and members of the Legislature.

Section 36-25-1(23), Code of Alabama 1975, defines a public employee as any person employed at the state, county or municipal level of government or their instrumentalities, including governmental corporations and authorities, but excluding employees of hospitals or other health care corporations including contract employees of those hospitals or other health care corporations, who is paid in whole or in part from state, county, or municipal funds. For purposes of this chapter, a public employee does not include a person employed on a part-time basis whose employment is limited to providing professional services other than lobbying, the compensation for which constitutes less than 50 percent of the part-time employee's income.

Section 36-25-1(24), Code of Alabama 1975, defines a public official as any person elected to public office, whether or not that person has taken office, by the vote of the people at state, county, or municipal level of government or their instrumentalities, including governmental corporations, and any person appointed to a position at the state, county, or municipal level of government or their instrumentalities, including governmental corporations. For purposes of this chapter, a public official includes the chairs and vice-chairs or the equivalent offices of each state political party as defined in Section 17-16-2, Code of Alabama 1975.

Instructions

Complete all lines as indicated. If an item does not apply, denote N/A (not applicable). If you cannot include required information in the space provided, attach additional sheets as necessary.

The form must be signed, dated, and notarized prior to submission.



State of Alabama Disclosure Statement

(Required by Act 2001-955)

ENTITY FORM	COMPLETING	
		TELEPHONE

STATE AGENCY/DEPARTMENT THAT WILL RECEIVE GOODS, SERVICES, OR IS RESPONSIBLE FOR GRANT AWARD

Alabama Department of Commerce/Workforce Development Division

ADDRESS

P.O. Box 304103

CITY, STATE, ZIP

Montgomery, AL 36130-4103

TELEPHONE NUMBER

(334) 242-5300

This form is provided with:

Contract
 Proposal
 Request for Proposal
 Invitation to Bid
 Grant Proposal

Have you or any of your partners, divisions, or any related business units previously performed work or provided goods to any State Agency/Department in the current or last fiscal year?

Yes No

If yes, identify below the State Agency/Department that received the goods or services, the type(s) of goods or services previously provided, and the amount received for the provision of such goods or services.

STATE AGENCY/DEPARTMENT	TYPE OF GOODS/SERVICES	AMOUNT RECEIVED

Have you or any of your partners, divisions, or any related business units previously applied and received any grants from any State Agency/Department in the current or last fiscal year?

Yes No

If yes, identify the State Agency/Department that awarded the grant, the date such grant was awarded, and the amount of the grant.

STATE AGENCY/DEPARTMENT	DATE GRANT AWARDED	AMOUNT OF GRANT

1. List below the name(s) and address(es) of all public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

NAME OF PUBLIC OFFICIAL/EMPLOYEE	ADDRESS	STATE DEPARTMENT/AGENCY

OVER

2. List below the name(s) and address(es) of all family members of public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the public officials/public employees and State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

NAME OF FAMILY MEMBER	ADDRESS	NAME OF PUBLIC OFFICIAL/ PUBLIC EMPLOYEE	STATE DEPARTMENT/ AGENCY WHERE EMPLOYED

If you identified individuals in items one and/or two above, describe in detail below the direct financial benefit to be gained by the public officials, public employees, and/or their family members as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

Describe in detail below any indirect financial benefits to be gained by any public official, public employee, and/or family members of the public official or public employee as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

List below the name(s) and address(es) of all paid consultants and/or lobbyists utilized to obtain the contract, proposal, request for proposal, invitation to bid, or grant proposal:

NAME OF PAID CONSULTANT/LOBBYIST	ADDRESS

By signing below, I certify under oath and penalty of perjury that all statements on or attached to this form are true and correct to the best of my knowledge. I further understand that a civil penalty of ten percent (10%) of the amount of the transaction, not to exceed \$10,000.00, is applied for knowingly providing incorrect or misleading information.

Signature Date

Notary's Signature

Date

Date Notary Expires

Act 2001-955 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000.