



Southwest Alabama Partnership for Training and Employment
hereby invites qualified entities to respond to the attached

Request for Proposals for YOUTH Activities
Funded Under Title I of the Workforce Investment Act

Ladies and Gentlemen:


You are invited by the Southwest Alabama Partnership for Training and Employment (SWAPTE) to submit proposals in accordance with the requirements of this request to provide employment & training services to low income Youth age 17 to 24 that are eligible to participate in programs funded under Title I of the Workforce Innovation and Opportunity Act. The full Request for Proposal package can be downloaded via www.swapte.org and is also available by mail if requested. The current Youth program specifications which must be applied to determine eligibility for participants in this program are contained in this package at Part B at Section B.8., B.9., and B.10.

Any and all proposals in response to this request **must be received** by SWAPTE **no later than** 4:00 PM (local prevailing time) on **Monday, March 26th, 2018** and should be submitted in accordance with item A. 10. of this package. A proposer's conference to address any questions about this RFP will be held on Tuesday, January 23rd, 2018 at 9:00 a.m. at the Alabama Career Center Mobile, 515 Springhill Plaza Court, Mobile, AL 36608.

This request does not commit SWAPTE to award any grant or contract, to procure any goods or services, or to pay any costs incurred by a Proposer in the preparation or delivery of any proposal. We reserve the right to accept or reject any or all proposals, to negotiate with all qualified Proposers and to cancel (in whole or in part) this request if we determine that such is in our best interests.

The funding of any proposal is contingent upon the future availability of federal funds.

We look forward to the receipt of meritorious proposals.


Sydney G. Raine
President

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Part A: General Information and Instructions

A. 1. Background on the Southwest Alabama Partnership for Training and Employment (SWAPTE)

Southwest Alabama Partnership for Training and Employment serves as the administrative entity for employment and job training programs conducted under the Workforce Innovation and Opportunity Act. SWAPTE is an area made up Baldwin, Escambia, Choctaw, Clarke, Conecuh, Mobile, Monroe, Washington and Wilcox counties.

The Board of Directors of SWAPTE is a volunteer body of individuals from business, organized labor, human services and education that serve to oversee and set policy with regard to WIOA-funded activities in these counties. By law, a majority of the Board's membership must be people from the private sector (business and industry).

The Southwest Alabama Partnership for Training and Employment was created through an agreement between the Alabama Department of Commerce, the Governors' office and the Presidents of the County Commissions who select and appoint the members of the Workforce Development Board.

A. 2. Purpose of this RFP

The purpose of this RFP is to solicit proposals for the conduct of activities and services related to providing comprehensive workforce development services to Out-of-School Youth (age 17 to 24) residing in the SWAPTE service area. This RFP seeks services, for WIOA eligible Youth who are Out-of-School. At present this definition applies to youth who are documented as being in one of the following categories: Section 129 of WIOA and the specifications detailed at Sections B.8, B.9 and B.10 in this package. SWAPTE is required to utilize 75% of the WIOA funding for Youth to serve out-of-school youth. In addition, all programs must allocate a minimum of 20% of their funding to work based learning. This RFP seeks vendors to provide services for WIOA eligible Youth. At present this definition applies to youth who are documented as being in one of the following categories:

Out of School Youth

Not attending any school

Not younger than 16 or older than 24 **and**

One or more of the following:

- A school drop-out
- A youth who is within the age of compulsory school attendance but has not attended

school for at least the most recent complete school year calendar quarter.

- A recipient of a secondary school diploma or its recognized equivalent who is a low-income individual and is (a) basic skills deficient or (b) an English language learner.
- An individual who is subject to the juvenile or adult justice system
- A homeless individual, a runaway, in foster care or has aged out of the foster care system or a child eligible for assistance under section 477 of the Social Security Act or in an out-of-home placement
- An individual who is pregnant or parenting
- A youth who is an individual with a disability
- A low-income individual who requires additional assistance to enter or complete an education program or to secure or hold employment.

Proposers should note that the possibility that this definition may be further refined by the Department of Labor and by submitting a proposal, you are aware that program design or implementation strategies may require modification to address these changes.

A. 3. Proposal Constitutes Offer

By submitting a proposal the Proposer agrees to be governed by the terms and conditions as set forth in this RFP and any subsequent changes in program regulatory requirements.

A. 4. No Obligation to Southwest Alabama Partnership for Training and Employment

Neither SWAPTE, nor any employee or agent thereof will be obligated in any way by or to any responding Proposer.

A. 5. Amendments

Verbal comments or discussions relative to this RFP cannot add, delete or modify any of its written provisions. Any amendment or alteration of this RFP will be issued by SWAPTE in writing.

A. 6. Specifications Mandatory

The Proposer must meet all the specific requirements set forth in this RFP in order to be considered as having offered an acceptable proposal.

A. 7. Proposers Conference

Questions concerning this RFP will be addressed at a **Proposers Conference** to be held on **Tuesday, January 23, 2018 at 9:00 a.m. at the:**

Alabama Career Center Mobile
515 Springhill Plaza Court
Mobile, AL 36608

Attendance at this conference is ***not mandatory***. Proposers are advised that specific instructions and technical assistance will be provided at this conference to aid proposers. Attendees at this conference are not obligated to submit a proposal.

Written questions concerning this RFP may be faxed to SWAPTE, Attn: Ms. Cynthia Nelms, V.P. Planning and Contracts (251) 432-1004 prior to the scheduled date/time of the Proposers Conference. Questions may also be forwarded via e-mail to cnelms@swapte.org and the answer will be provided via e-mail and during the proposer's conference.

Any person(s) planning to attend this conference that may be in need of auxiliary aids or services in order to assist individuals with disabilities should make any such need known to SWAPTE by Friday, **January 12, 2018** by calling 251-432-0909, extension 132.

A. 8. Multiple Proposals

Proposers may submit more than one proposal. Each proposal must satisfy the requirements of this RFP and include complete budget information. If alternative proposals are submitted, such alternatives must be clearly labeled and identified on the cover page of each proposal document. The reason(s) for each alternative and its comparative benefits should be fully explained. Each proposal submitted will be evaluated on its own merits.

A. 9. Receipt of Proposals (date/time)

Proposals must be in the hands of the Southwest Alabama Partnership for Training and Employment **no later than 4:00 PM** (local prevailing time) on **Monday, March 26th** and should be submitted;

By U. S. Mail to:
SWAPTE
Attn: Youth RFP
515 Springhill Plaza Court
Mobile, Alabama 36608

By Hand Delivery to:
SWAPTE
Attn: Youth RFP
515 Springhill Plaza Court
Mobile, Alabama 36608

All Proposers must allow sufficient delivery time to assure that SWAPTE **receives** proposals on or before the closing date/time. **Postmarks or Courier Service pick-up receipts will not be considered.** Any proposal received after the established closing date/time will be disqualified. No proposals will be accepted via fax machine transmissions or e-mail.

A. 10. Proposal Submission Format

Proposers should submit, in a single sealed package, one (1) original and five (5) copies of each proposal. The original proposal should bear the signature of the officer of the proposing entity who is authorized to bind the proposer. This proposal should be stamped or otherwise annotated so that SWAPTE can easily identify which document bears the original signature.

The proposal cover sheet (signature page) should be **Page One (1)** of the proposal document and all subsequent pages should be consecutively numbered in the lower right corner. The proposal should be presented as a *single volume* and then *stapled* or *spring clipped* in its upper left corner. Use standard 8.5" x 11" white paper for all pages. Please *do not submit* proposals in any elaborate binders or portfolios.

A. 11. Proposer Qualifications

The Proposer must, upon request of SWAPTE, furnish satisfactory evidence of its ability to successfully provide the proposed services in accordance with the terms and conditions of this Request for Proposals. SWAPTE reserves the right to conduct a pre-award survey to aid it in making a final determination of the Proposer's ability to perform. [See Part B.13 and 14] Proposers should note that the provision of the services specified in this RFP requires substantive knowledge and understanding of the Workforce Innovation and Opportunity Act and its implementing regulations. The Department of Labor maintains an Internet website at www.doleta.org that provides valuable information about WIA and related Youth issues. Directives that establish policy for the WIOA program in Alabama can be found at <http://www.madeinalabama.com/workforce-and-training/workforce-initiatives/tools-and-resources/governors-workforce-innovation-directive/> .

A. 12. Proposal Costs

The Proposer must bear all costs associated with the preparation and delivery of any proposal and any costs associated with any subsequent discussions/negotiations pursuant to any proposal.

A. 13. Confidential Information

The proposal evaluation and selection process is confidential and all proposals are exempt from public disclosure until the process is completed. Should a proposal contain information which the Proposer considers privileged or proprietary, those applicable pages of the proposal should be visibly marked as **Confidential**. Information legally deemed confidential will be exempt from public disclosure to the extent allowable under applicable WIOA law and regulation.

A. 14. Price Not Determinate

The Southwest Alabama Partnership for Training and Employment reserves the right to provide funding for the proposal(s) that it deems are most advantageous to its program and is not bound to fund any proposal based on price alone. SWAPTE reserves the right to reject any or all proposals.

A. 15. Discussions

SWAPTE reserves the right to conduct discussions with Proposers whose submissions appear eligible for funding to seek clarification in order to assure a full understanding of the proposal. Proposers will be accorded fair and equal treatment with respect to any opportunity for discussions and revisions concerning their proposals. Revisions may be permitted after submission and prior to award for the purpose of obtaining best and final offers.

Part B: Scope of this Request for Proposals

B. 1. Rationale for this RFP

The Southwest Alabama Partnership for Training and Employment (SWAPTE) seeks services to create a comprehensive framework of available services for eligible Youth in accordance the goals, objectives and requirements detailed in Title I of WIOA and its implementing regulations. This RFP specifically seeks to identify programs able to best serve WIOA eligible Youth. Part B, Section B.8, B.9 and B.10 provide the specifics of the services SWAPTE is seeking.

B. 2. Eligible Proposers

Any public entity, private non-profit entity or private for-profit entity meeting the qualifications outlined in this RFP may apply. Contract award shall only be made to qualified entities that are able to comply with WIOA administrative standards.

B. 3. Service Area

Unless otherwise specified by SWAPTE, all Youth to be served in programs funded pursuant to this RFP must reside within Alabama.

B. 4. Participant Eligibility

Youth must be between the ages of 16 and 24 (at time of WIOA registration), be eligible for the program, and meet all other applicable criteria to receive services with WIOA funds. In general, a Youth served with WIOA funds must be:

Out of School Youth

Not attending any school

Not younger than 16 or older than 24 and

One or more of the following:

- A school drop-out
- A youth who is within the age of compulsory school attendance but has not attended school for at least the most recent complete school year calendar quarter.
- A recipient of a secondary school diploma or its recognized equivalent who is a low-income individual and is – (a) basic skills deficient or (b) an English language learner.
- An individual who is subject to the juvenile or adult justice system
- A homeless individual, a runaway, in foster care or has aged out of the foster care system or a child eligible for assistance under section 477 of the Social Security Act or in an out-of-home placement
- An individual who is pregnant or parenting
- A youth who is an individual with a disability
- A low-income individual who requires additional assistance to enter or complete an education program or to secure or hold employment.

In School Youth –

- Attending school
- Not younger than 14 or older than 21
- A low income individual and
- Basic skills deficient
- An English language learner
- An offender
- A homeless individual, a runaway, in foster care or has aged out of foster care system or a child eligible for assistance under section 477 of the Social Security Act or in an out-of-home placement.

Note that the term “low income” includes a youth living in a high poverty area.

Proposers should note that the possibility that this definition may be further refined by the Department of Labor or by SWAPTE and by submitting a proposal, you are aware that program design or implementation strategies may require modification to address these changes.

B. 5. Fund Availability

All activities pursuant to this RFP and any resulting contractual agreement(s) are contingent upon WIOA Youth funds being made available to SWAPTE by the Governor of Alabama and the United States Department of Labor.

B. 6. Non-duplication -- 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. The Program Narrative in the RFP Response Package includes an item for proposers to provide assurances that the program being proposed for WIOA funding will provide services and/or activities that are in addition to those already existent in the area.

B. 7. Period of Performance

Proposers should develop their program designs to conform to an *initial period of performance* of 12 months (July 1, 2018 through June 30, 2019). SWAPTE reserves the right to revise the final time period for program activities as needed. The budget proposal should project the costs for the initial 12 month period of the contract. A budget for the subsequent year will be requested and reviewed in the final quarter of the first year.

SWAPTE reserves the right to **extend/renew** its initial contract for services for up to *one* (1) *additional* 24 month period. SWAPTE's decision to extend/renew its contract for services (if agreeable to the service provider) will be based upon a determination of:

- ⊃ The continued need for the particular services.
- ⊃ The availability of WIOA funds.
- ⊃ Satisfactory performance by the service provider during the initial period.
- ⊃ Negotiation of a satisfactory budget for the renewal/extension period(s).

B. 8. Program Design Specifications

The design framework for services to Youth should at a minimum include resources to;

Provide for each youth to be evaluated for eligibility by SWAPTE WIOA staff and provide for an objective assessment of each youth participant that meets the requirements of WIOA Section 129(c) (1) (A) and includes a review of the service needs of each youth;

Develop service strategies for each youth participant that meet the requirements of WIOA Section 129(c) (2) (A&B), including identification of a career goal and consideration of the assessment results for each Youth; and

Provide preparation for post-secondary educational opportunities, linkages between academic and occupational learning, preparation for employment, effective connections to intermediary organizations that provide strong links to the job market and employers and/or a direct link to employers.

SWAPTE anticipates that the above activities will be initiated in collaboration with the Alabama Career Center Mobile. More detailed assessment, service strategy development, and referral/case management may be conducted by individual program operators. The final configuration of the program design framework will be determined through negotiations between SWAPTE and selected program operators.

The law requires that programs funded by the Southwest Alabama Partnership for Training and Employment must make available to Youth program participants the following [See attachment B for more details]

- 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 a recognized certificate of attendance or similar document for individuals with disabilities or for a recognized post-secondary credential leading to secondary school completion, including dropout prevention strategies.
- 2) Alternative secondary school offerings, or dropout recovery services as appropriate
- 3) Paid and unpaid work experiences that have as a component academic and occupational education which may include,

Summer employment opportunities and other employment opportunities available throughout the year
Pre-apprenticeship programs
Internships and job shadowing

On-the-job-training opportunities

Occupational skills training which shall include priority consideration for training programs that lead to recognized post-secondary credentials that are aligned with the in demand occupation in the local area.

- 4) Leadership development opportunities which may include community service and peer centered activities encouraging responsibility and other positive social and civic behaviors as appropriate.
- 5) Support services
- 6) Adult mentoring for the period of participation and a subsequent period for a total of 12 months after the completion of participant
- 7) Comprehensive guidance and counseling, which may include drug and alcohol abuse counseling and referral as appropriate
- 8) Financial literacy education entrepreneurial skills training; 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) Activities that help youth prepare for and transition to postsecondary education and training

Important Note: WIOA mandates that the above program elements be provided to all participants when indicated by assessment results. However, WIOA funds are insufficient to provide all required elements. Participants may be referred to other entities in the community for receipt of services not provided by the WIOA-funded program operators. Programs should include information about agencies to which they plan to refer participants.

B. 9. Areas of Special Interest in Program Design

WIOA Requirement -The legislation requires that each program allocate at least 20% of their budget to work based learning activities. These costs can be stipends, wages, support services and other costs directly linked to participants accessing work based initiatives including staff time dedicated to work experience.

B. 10. Areas of Interest in Targeting WIOA Resources

In providing services to **Out-of-School Youth**, SWAPTE is particularly interested in programs that find creative ways to partner with businesses to develop a program plan that provides outreach to the target population while overcoming the stigmas associated with the risks that trigger eligibility. The ideal program will aid students needing additional assistance to secure experience within the workplace including work experience, occupational skills and when appropriate, academic assistance in improving skills needed to succeed in securing and retaining unsubsidized employment or re-attachment to the educational system.

Programs should include strong job development & placement services. Programs should provide Youth with linkages to opportunities for employment that lead to self-sufficiency and to other workforce training opportunities (vocational training, apprenticeship programs, etc.).

WIOA requires that no less than 75% of available Youth resources be targeted to provide services to **Out-of-School Youth**. In considering the needs in this region, SWAPTE reserves the right to devote more than 75 % of its Youth funds to programs serving Out-of-School Youth.

B. 11. Performance Standards

The work to be performed under this RFP shall be done to the satisfaction of the Workforce Investment Board. The Workforce Investment Board, will be the sole body determining the acceptability of service provider performance. This section depicts WIOA mandated performance outcomes for Youth programs and the target standards that SWAPTE has set for its Youth programs.

Core performance indicators for Youth age 16-24	SWAPTE target Performance Standards
Employment Rate at the 2 nd Quarter after Exit	53%
Employment Rate at the 4 th Quarter after Exit	64%
Credential Attainment within 4 Quarters after Exit	52.8%

The goals outlined in this RFP are current as of the date of the release. It is possible that these goals will be revised by the Department of Labor and by the State of Alabama prior to the start of the program activity on July 1, 2018. SWAPTE may negotiate expected performance standards on an individual basis with each selected program operator that are higher but in no case, lower than the above.

B. 12. Agreement Type

All proposals must present a line item budget using the forms included with this RFP.

It is anticipated that grants or contracts awarded pursuant to this RFP will be cost reimbursement unless a different type of agreement is determined by SWAPTE to be more advantageous. A contract for services will be entered into between the selected service provider(s) and SWAPTE on behalf of the WIOA grant recipient that will codify all of the program elements and the final budget. Once a contract is in place, modifications will only be made in response to a written request from the provider to SWAPTE.

B. 13. Proposer Administrative and Fiscal Capabilities

As a part of the evaluation and award process the SWAPTE may conduct a pre-award survey to assess the Proposer's ability to conduct the program from the standpoint of its administrative and fiscal control capabilities. The Board expects that Proposers will have in place or agree to establish the following:

- a) Personnel/Grievance/Travel policies
- b) Equal Opportunity/Nondiscrimination policies
- c) Suspension and Debarment Certification
- d) Lobbying Activities Certification
- e) Financial accounting and fiscal control policies & procedures
- f) Cost allocation plans, if appropriate
- g) Approved indirect cost rates established as required by the governing entity of the program provider, if applicable
- h) Annual Financial Audit

Other requirements may also apply depending upon the type of organization and other terms and conditions established pursuant to applicable WIOA regulations.

Before proposals are finalized, any discrepancies concerning the above elements that are not resolved through negotiations will be brought before the Workforce Development Board for final resolution.

B. 14. General Requirements for Program Operators

Included as **Attachment A** within this RFP package are SWAPTE's current Assurances and Certifications applicable to WIOA grants and contracts. Potential proposers should review these provisions to familiarize themselves with the legal and regulatory requirements that provide the framework for the operation of a WIOA funded program. There are also Circulars from the Office of Management and Budget (OMB) that outline allowable expenditures with which you should be familiar.

Part C Proposal Evaluation Process and Criteria

C. 1. Evaluation Process

Proposals will be reviewed, evaluated and selected in accord with the requirements detailed within this part:

- a) Proposal that have been received on or before the established deadline date/time, are substantially responsive to RFP Response Package requirements and are properly endorsed by an authorized signatory of the proposing entity will be evaluated.
- b) The Southwest Alabama Partnership for Training and Employment staff conducts a detailed technical and cost/price review of proposals based upon the criteria included within this part of the RFP package. Staff evaluations are advisory in nature and are not binding upon the SWAPTE Workforce Development Board.
- c) Proposals and staff evaluations/comments will be reviewed by a sub-committee of the Workforce Investment Board responsible for oversight of training programs for SWAPTE. The committee will make final recommendations to the Workforce Development Board (WDB) regarding which proposals are worthy of funding.
- d) The SWAPTE WDB, with the approval of the Chief Elected Officials Council for the Workforce Investment Area, will make the final decision regarding which proposals, if any, are worthy of funding.

Selections are made based upon determinations of which proposal(s) is/are most advantageous to SWAPTE in fulfilling WIOA plans and designs, taking into consideration technical quality, price, the mix of programs & services SWAPTE desires to provide and other relevant factors. WIOA funds are limited and not all meritorious proposals can be funded.

- e) The award of any contract(s) is contingent upon successful negotiations to conclude any cost or technical changes to a proposal that may be required by SWAPTE.

Proposers are advised that discussions may be needed to clarify certain aspects of a proposal to assist in evaluations. The occurrence of any discussions should not be viewed by the Proposer as an indication that any proposal(s) is/are being viewed favorably or unfavorably.

Proposers are advised that notification of a favorable review or any invitation to participate in negotiations is no guarantee that any contractual agreement will be consummated. SWAPTE may stipulate that contracts not be awarded unless the proposers accede to certain technical or cost/price changes. Accordingly, SWAPTE reserves the right to:

- Negotiate costs and/or prices so as to enhance cost effectiveness. The dollar amount of any resulting contract will not necessarily match the dollar amount of the budget in the proposer's original proposal. Any and all costs are subject to negotiations.
- Negotiate the technical aspects of a proposal in order to fulfill SWAPTE goals and objectives and/or to assure compliance with WIOA law, regulation and policy. The technical aspects of any resulting contract will not necessarily match the technical aspects of the proposer's original proposal. Technical aspects subject to negotiation include, but are not limited to: services to be provided, program design, target groups, service levels, delivery schedules and performance goals.

Proposers are advised that this RFP is used only to solicit offers. Nothing herein shall be construed to obligate SWAPTE to accept any offer, fund any proposal or award any contract, nor pay for any costs incurred for proposal preparation or presentation. SWAPTE reserves the right to:

- a) Accept or reject any or all proposals.
- b) Cancel this RFP (in whole or part) if it deems that it is in its best interests to do so.
- c) Amend and/or revise this RFP at any time prior to the RFP deadline date.

C. 2. Notification to Proposers

SWAPTE will provide written notice of final decision(s) regarding this RFP once all evaluation and final selection steps are concluded.

C. 3. Protests

Proposers who may be aggrieved by the selection process may file a formal protest. Protest procedures are on file at the offices of the Southwest Alabama Partnership for Training and Employment.

Proposers must provide SWAPTE with written notice of an intent to protest. Such notice must be received by SWAPTE within 15 working days of the date of the notification letter referenced in the preceding section.

Protest procedures are established to provide recourse to proposers who think that their proposal did not receive proper consideration. Proposers entering a protest should be prepared to document specific factors (e.g. conflict-of-interest, nepotism, etc.) and/or specific violations of WIOA law or regulation which put the aggrieved proposer at a competitive disadvantage. Protest procedures are not intended to be an avenue for airing disagreements with the decisions reached by SWAPTE. Proposers should not protest simply because they believe their proposal to be superior to the one(s) selected. SWAPTE reserves the right to refuse to consider any protest that does not identify specific procedural shortcomings or violations of applicable law or regulation.

RFP Response Package

General Instructions

Following this page are the forms and instructions you will use to submit your proposal.

From this point forward the lower right hand page numbers 21 through 32 herein are only for maintaining the order of this package. You should number the pages of *your responding proposal* in accord with the instructions below.

The completed and signed **Youth Proposal Cover Sheet** should serve as the cover sheet for your complete proposal response.

Your response to the **Program Narrative** should begin with **page 1**. Follow the program narrative outline and address each item (I through XI). Please number all remaining pages in your proposal in the bottom right corner.

Following the Program Narrative, submit a completed **Line Item Budget** form [page 21 in this package] and a **Budget Narrative**.

Following the Budget Narrative, include the completed **Proposing Agency Qualifications** checklist and the **Proposer's Representations and Certifications** [pages 26 to 28 in this package].

The order of your proposal should be:

The **Youth Proposal Cover Sheet**

The **Program Narrative** will begin on page 1.

The **Line Item Budget** form will follow the end of the program narrative.

The **Budget Narrative** will begin on the next page following the budget form.

The **Proposing Agency Qualifications** checklist follows the budget narrative.

The **Proposer's Representations and Certifications** follows the checklist as the final item in your response.

Make sure your proposal is signed and dated on the Cover by an appropriate official of your agency!!

Youth Program Proposal Cover Sheet

Proposer Identification: (organization's legal name and address)

Employer Tax ID #:

Contact Person: (name/title/phone/fax)

Title and descriptive summary of the proposed program in 200 words or less:

Total participants to be served: _____ Total WIOA funds requested: \$ _____

Certification:

The information contained in this proposal fairly represents the operational plans and funding necessary to conduct the program described in this package. I acknowledge that I have read and understood the requirements of the RFP and that my organization is prepared to implement the program proposed herein. I further certify that I am authorized to sign this proposal on behalf of my organization and that this proposal constitutes a firm offer for 120 days from the closing date established in the RFP.

Signature/date:

Typed name and title:

Program Narrative Begin as **page 1** of your response package immediately behind the completed proposal cover sheet. This narrative will be the heart of your proposal.

Please provide a comprehensive narrative explanation of your proposed program. Please use the outline delineated here and address each item, I) through XI):

I) Summary: Open with a concise summation of your program.

Who will the program serve; where will the services be offered, what will it do; how will it do it and what outcomes will Youth achieve as a result of participation?

II) Target: What plans do you have to identify and enroll the target population?

How many youth will you serve?

What linkages, partnerships or existing collaborations do you have or plan to initiate to achieve full enrollment?

Other special criteria/circumstances in order to enter the program?

Discuss in this section, specific recruiting and enrollment strategies that clearly describe how you will assure that your program serves the number of youth intended to benefit.

III) Design How will your program fit into the required Design Framework?

Will the program perform assessments directly or use assessments done by others? If your program will address basic skills deficiencies, you will be required to use an assessment tool that reports results in terms of grade equivalency. Describe in detail the scoring method for each assessment tool you will use and clearly describe the pre and post-test strategy and schedule you will use to document successful outcomes. You must describe the degree of change from pre to post test that you will require to establish a successful skill attainment.

Will the program develop service strategies or use those developed by others?

How will it provide required linkages? [See section B.8]

IV) Services: What services/activities will your program provide?

Discuss the services and activities your program will provide, based upon the WIOA **Program Elements** (see section B.8.).

What/which elements will be provided by your program with WIOA funds?

What activities/services will be provided within each element?

How and why will these activities/services achieve program goals?

How will your program assure that Youth have access to the WIOA elements that your program *will not* provide?

V) Outcomes

What successful outcomes will Youth achieve via your program?

Identify and quantify outcomes to be achieved during the contract period as a result of the services your program will provide. Discuss your understanding of the performance measures required by WIOA and your plan for documenting and tracking these outcomes.

Placement into and retention of employment?

Achievement of diploma/GED?

Attainment of educational/occupational competencies?

Entry to post-secondary education, apprenticeships, other training?

Discuss in this section the schedule for pre and post testing and explain your plan for those enrollees who are not successful.

[See section B. 11.]

VI) Format:

How and when will the program's services/activities be delivered?

Discuss how the Youth will receive the programs's services/activities.

Identify the duration of the program and its elements including the minimum amount of program participation required for each youth served in order to achieve the desired results.

Is delivery individualized or is it based on classes/groups?

How many participants will enter/exit the program each quarter?

[Participant entry/exit schedules may be incorporated into the narrative but a separate time line for program activity should also be included.]

Attach copies of the curriculum, certificates of completion and other forms and documents you will use in the delivery of these programs. In the case of certificates of successful outcome, explain the basis for the awarding of each.

VII) Personnel

Who will deliver the program's activities/services?

Discuss the personnel/staff to be committed to the program.

List job titles and discuss qualifications & experience

Will staff already on board, be assigned to the program if funded?

Will staff be hired only if the program is funded?

Identify any subcontractors and what they will do.

VIII) Location

Where do you plan to deliver the program's activities/services?

Specify the proposed site(s) for service/activity delivery.

If not specified, indicate what kind of facilities will be required.

Will youth have to be transported between/among sites?

IX) Non-duplication How is this program distinct from existing Youth programs?

If you already provide the services/activities proposed herein, explain how and why this program does not duplicate your existing initiatives and/or does not use WIOA to substitute for other available funds.

If the services/activities proposed herein are available elsewhere in the area, explain how and why this program will be an addition to those other initiatives and not a duplication/substitution.

[See section B.6.]

X) Experience What makes you qualified to deliver this program?

Indicate why you can/will be successful in conducting this program.
Describe how your history & mission are relevant to program aims.
Discuss experience with other Youth programs.

XI) Management How will you manage and administer this program?

Describe how you propose to assure proper management and administration of the program to meet WIOA requirements.

What office/unit/division of your agency will supervise the program?

Who will be responsible for participant record keeping?

Who will be responsible for financial reporting?

Include in your proposal, a calendar/timeline that clearly identifies program milestones and activities assuming a July 1st start date and a 12 month operating time line. (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 try to limit your narrative response to items I) through XI) in the narrative outline to no **more than 25 pages**. Copies of forms, documents, certificates, etc. should be attached as an addendum and will not count against the page count.

COSTS What will be the cost for your program?

Complete the **Proposed LINE ITEM Budget for Youth Programs** form on the following page to provide SWAPTE with information on the costs of your proposed program. Support this form with a detailed Budget Narrative in accord with the definitions and instructions that follow the budget form.

Facsimiles of this budget form that you create on your own word processing or spreadsheet software are allowable and will be accepted.

Proposed LINE ITEM Budget for Youth Programs

Service Provider: _____

Program Title: _____

Line Item Cost	Program Services	
Staff Compensation	\$ _____	
Staff Fringe Benefits	\$ _____	
Travel/Transportation	\$ _____	
Facility Costs	\$ _____	
Communications	\$ _____	
Supplies	\$ _____	
Equipment	\$ _____	
Contractual	\$ _____	
Other Direct Costs	\$ _____	
<u>Indirect Costs</u>	\$ _____	
TOTAL COST:	\$ _____	[sum of 1 thru 10]

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

Example: Travel \$0.50/mile X 600 miles = \$300

Use the following **Line Item Component Definitions** to provide supporting back-up in the manner requested. Please clearly number and label each **Line Item Cost** in the narrative and provide information as requested in the Back-up Detail.

Line Item Component Definitions for Use in Preparing the Budget Narrative

Staff Compensation

Compensation in the form of salaries or wages to employees of the Service Provider for work performed under the program. Compensation for employees working 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 usual and customary 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 % of time devoted to the program, basis for pay and show total compensation for each job title/person.

Staff Fringe Benefits

Fringe benefit costs for employees of the Service Provider listed on line PGS # 1 as working under the 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 and customary personnel policies concerning the provision of benefits.

Back-up Detail:

For the all employees listed under Staff Compensation, 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 not.

Travel & Transportation

Cost for local travel or out-of-area travel by the Service Provider's employees in connection with work performed under the program. 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 for in a manner consistent with the Service Provider's usual and customary policies concerning employee travel on official business. Also include here any travel/transportation costs associated with program participants (such as field trips).

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.

Facility Costs

Costs for building space and/or grounds necessary to fulfill the purposes of the program. May consist of rental or lease payments made to a third party landlord, or payment of depreciation charges or use allowances for building space or grounds owned by the Service Provider.

Other costs paid separately in support of the facilities used by the program. May include, but not be limited to, costs for electricity, gas, water/sewer, waste disposal, pest control, security alarms and moving expenses. Also, 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.

Communications

Costs for local and long distance telephone service or other data transmission service. May include costs for service installation and repair or service relocation. Also includes costs for postage, express mail services, overnight delivery services, facsimile services, etc. Costs associated with advertisements, program outreach and/or public relations should also be included here.

Back-up Detail:

Explain how the total was determined by depicting anticipated costs of the various elements contained in the definition.

Supplies

Consumable property and low-cost non-consumable property for use by the program staff and/or participants. May consist of:

- a) Costs for books, instructional supplies, and training aids, teaching materials or other consumable materials to be used by or for participants in order to carry out program objectives.
- b) Costs for office supplies or desktop supplies to be used by program staff and/or participants.
- c) 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 per unit are classified as supplies rather than equipment.

Back-up Detail:

Explain how the total was determined by depicting anticipated costs of the various elements contained in the definition.

Equipment

Normally, equipment is defined as non-consumable tangible property having an acquisition cost of \$ 5,000 or more per unit and an expected useful life of one year or more. Such items must be procured competitively. Costs for equipment may consist of:

- a) Costs 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.*
- b) Costs for the rental or lease from a third party of equipment needed to carry out the program.
- c) Payment of depreciation charges or use allowances for equipment owned by the Service Provider and used in the program.
- d) Costs associated with payments for equipment maintenance & service agreements, equipment installation or relocation or the repair or upkeep of equipment owned by the Service Provider but used in the program.

* Note:SWAPTE reserves the right to make purchases of equipment through its own procurement system.

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, etc. If there are charges for equipment owned by the Service Provider, explain how such charges were calculated/determined.

Contractual

Cost for services rendered to the program by third parties (people not employed by the Service Provider) paid by the Service Provider through subcontract or fee-for-service arrangements. May also include fees to outside consultants, seminar leaders, guest speakers, etc.

Back-up Detail:

Explain how the total was determined by depicting anticipated costs of the various elements contained in the definition. Explain how the proposed cost/price of any subcontracted services was determined. Identify any known subcontractors. If unknown, explain the process you will use to procure the services of a qualified subcontractor.

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.

Back-up Detail:

Clearly identify and explain all other direct. All other direct costs must meet allowable cost guidelines applicable to WIOA funded programs.

Indirect Costs

May be applied to the program if the Service Provider has an approved indirect cost rate issued by a certified accountant and approved by an associated Federal agency. Indirect charges to the program will be based on actual direct expenditures and not on budget estimates. SWAPTE reserves the right to negotiate any and 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.

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 below) |

Are you licensed or registered to do business in Alabama? **YES NO**

Are you now --or in the past two years have you been-- obliged to **repay** any costs incurred by your agency under any federal assistance program that were subsequently **disallowed** as a result of any **audit or other review?** **YES NO**

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

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)?** **YES NO**

Can your financial system report expenditures of WIOA funds on an accrual basis?
YES NO

Within the past year, what percentage (%) of your agency's total revenues have been derived from grants and/or contracts made possible through Workforce Innovation and Opportunity Act (WIOA) funds?

_____ %

What was the date of your agency's last independent audit? _____

Name of audit firm/agency? _____

Proposer's Representations and Certifications

Please complete the following items:

The Proposer hereby represents and certifies, as an integral part of this proposal, that:

- A) It is a regular dealer in the services it is offering or proposing pursuant to its response to this RFP.
- B) It operates as: (check) _____ an Individual, _____ a Partnership, _____ a Corporation incorporated under the laws of the State of _____ or _____ as an agency or instrumentality of government.
- C) It is/ _____ is NOT _____ owned or controlled by a parent company. If so owned or controlled it represents that its parent company's name and address is:
- D) It has not employed or retained any person or company that has, or would cause to have, a **conflict of interest** with the Southwest Alabama Partnership for Training and Employment in connection with this RFP.
- E) It **has** _____ /**has NOT** _____ agreed to pay to any person or firm a fee, commission, percentage, gift or any other consideration contingent upon, or resulting from, it being awarded a contract pursuant to this RFP. And, if having agreed to any such payment, it has included behind this item a written explanation to describe in detail the facts surrounding such a payment, including the name of the person/firm and the reason(s) for such payment, so that SWAPTE may make a determination of any **conflict of interest**.
- F) It is able to fulfill any requirements identified in this RFP and that its proposal includes all costs to SWAPTE that are necessary for, and incidental to, its total performance under this proposal, and any possible contractual agreement pursuant to this proposal.
- G) It has read the SWAPTE RFP instructions and Statement of Work solicitations included in this RFP, and its proposal is made in accordance with those RFP provisions.
- H) It has made no attempt, nor will it attempt, to influence or induce any other person or firm to submit, or NOT submit, a proposal in response to this RFP, for the purposes of restricting competition.

- I) The prices submitted in this proposal have been arrived at independently; without consultation, communication or agreement(s) between or among any other person(s) or firm(s) for the purposes of restricting competition.
- J) Unless otherwise required by law, its prices submitted in this proposal have not been knowingly disclosed by the Proposer and will not knowingly be disclosed to any other person(s) or firm(s) prior to any possible contract award.
- K) The personnel that are responsible for the decision(s) as to the prices being offered in its response to this RFP have not participated in, and will not participant in, any action(s) contrary to subsections (H) through (J) of this item.
- L) To the best of its knowledge and belief, its cost and/or pricing data submitted in response to this RFP are accurate, complete and current as of the date of signature by the Proposer's RFP Signatory Official.
- M) That its signature by its properly authorized Signatory Official on the RFP Response Package **Cover Sheet** constitutes its representation and certification to SWAPTE of the truth and accuracy of the statements and responses under this item, to the best of its knowledge and belief in and its capacity to undertake if funded the activities described in the proposal in a timely manner consistent with the submitted time line and budget.

**Section A -- GENERAL PROVISIONS
ASSURANCES AND CERTIFICATIONS**

The **CONTRACTOR** assures and certifies to the **SOUTHWEST ALABAMA PARTNERSHIP FOR TRAINING AND EMPLOYMENT** that:

#1 Compliance with Applicable Law and Regulation

It will comply with the requirements of the Workforce Innovation and Opportunity Act of 2015 and with all applicable federal regulations as these may pertain to this agreement. The Contractor further acknowledges that it will comply with all other applicable laws, orders and codes of the Federal, State and local governments as any of these may pertain to this agreement.

#2 Amendments to Applicable Law and Regulation

It will comply with any amendment to law, regulation or policy promulgated subsequent to the execution of this agreement. Any source document, law, regulation, rule 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 of this agreement.

It further acknowledges the right of Southwest Alabama Partnership for Training and Employment to issue a change to this agreement to assure that it complies with any such amendments. If the Contractor is unable to comply with any such change issued by Southwest Alabama Partnership for Training (SAPTE) and Employment it shall notify SAPTE of its inability to so comply within ten (10) days of its receipt of the change.

#3 Entirety of Agreement

The Contract Signature Sheet, General Provisions, Special Provisions, Performance Standards, Budget and the Narrative Statement-of-Work sections 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 Contractor, 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.

#4 Legal Authority to Enter this Agreement

It possesses the legal authority to enter this agreement; that the Contractor's its governing body has, via a resolution, motion or similar official action, duly authorized its Signatory Official to bind the Contractor to the terms of this agreement and any subsequent changes thereto.

#5 **Definitions**

All terms used in this agreement shall have the meanings assigned thereto in the rules and regulations and such other Federal and State regulations, directives, policies and procedures as may be promulgated there under from time to time, or if not so defined, such terms shall have their ordinary meanings

#6 **Independent Contractor**

Its entry to this agreement and performance of the work authorized hereunder does not change the independent status of the Contractor. No provision herein, or act of SAPTE pursuant to this agreement, shall be construed as making the Contractor the agent, servant or employee of SAPTE. Employees of the Contractor are not employees of Southwest Alabama Partnership for Training and Employment and are subject to the Contractor's supervision and control. The Contractor is solely responsible for its employee payroll and any claims arising therefrom.

#7 **Contingency**

It acknowledges and understands that all funding for its work and services under this agreement is contingent upon the continued availability of federal dollars to SAPTE, and the continued federal authorization of activities. It understands, therefore, that this agreement is subject to change or termination due to lack of funds or a change in WIA authorization.

8 **Modifications to this Agreement**

It acknowledges that Southwest Alabama Partnership for Training and Employment or the Contractor may, from time to time, request modifications to various provisions of this agreement. Such modifications, which are mutually agreed upon by SAPTE and the Contractor, must be incorporated as written modifications to this agreement and approved by all signatory authorities prior to implementation.

SAPTE may make unilateral modifications to this agreement at any time so long as such modifications do not terminate this agreement. The Contractor shall comply with any unilateral modifications or otherwise notify the Southwest Alabama Partnership for Training and Employment in writing if it is unable to comply.

For any modification, any necessary alterations, additions or deletions to the written documents comprising the pages of this agreement shall be undertaken only by Southwest Alabama Partnership for Training and Employment.

#9 **Audits and Other Reviews**

It will comply with audit requirements for programs as promulgated by the United States Department of Labor and the Governor of Alabama, as expressed through the Alabama Department of Economic and Community Affairs (ADECA) *Audit Policy*. Pursuant to Act 94-414 of the Alabama Legislature, a copy of any **audit report** issued on the Contractor as a result of this agreement shall be forwarded by the Contractor to:

Department of Examiners of Public Accounts
P. O. Box 302251
Montgomery, AL 36130-2251
ATTN: Audit Report Repository

10 **Rights of Access**

It will give Southwest Alabama Partnership for Training and Employment, The Governor of Alabama, the Comptroller General of the United States, the United States Department of Labor (including its Office of the Inspector General), or any of their authorized representatives, the right of access to its records, personnel and premises for the purposes of examinations, inspections, audits, monitoring, investigations, evaluations or other reviews in connection with activities pursuant to this agreement.

Access to records shall include the right to make excerpts, transcripts and photocopies, as appropriate, of any books, documents, papers, computer records or other records pertaining to this agreement. Access to personnel shall include making available **Contractor** personnel and/or participants for interviews and discussions related to this agreement. Access to premises shall include authority to inspect facilities or observe activities or to obtain access to records or personnel located at the **Contractor's** home office, branch office(s), training/services site(s) or other location where the purposes of this agreement are being advanced.

11 **Termination for Convenience**

It acknowledges the right of the Southwest Alabama Partnership for Training and Employment to terminate this agreement, in whole or in part, for the convenience of SAPTE. Southwest Alabama Partnership for Training and Employment shall provide no less than thirty (30) calendar days advance written notice to the Contractor of the effective date of such a convenience termination. In the event of such a termination SAPTE shall be liable for payment only for work or services performed by the Contractor to the satisfaction of SAPTE prior to the effective date of termination, provided, however, that such work or services were performed in accordance with the provisions and authorizations of this agreement.

The parties to this agreement may agree to a mutual termination, whole or in part, when both agree that the continuation of this agreement would not produce beneficial results commensurate with the goals and objectives of . Such termination shall be effective when agreed to in writing by both parties.

12 **Termination for Cause/Default**

Should the Contractor default in the performance of any of its obligations under this agreement, as determined by Southwest Alabama Partnership for Training and Employment, SAPTE may at its option take any or all of the following actions:

- a) Establish a corrective action plan to be agreed to by the Contractor and complied with within the time frame(s) established within said corrective action plan;
- b) Withhold payment for invoices properly submitted to SAPTE until such time that a determination is made by SAPTE on the acceptability of the Contractor's corrective action plan relative to the cause/default.
- c) Seek specific performance of this agreement under any other remedy that may be available at law, in equity, or under this agreement.

d) Terminate this agreement immediately upon receipt of written notice by the Contractor for fraud, misrepresentation, criminal acts, misappropriation of funds, compliance with law, substantial breach of contract, violation of conflict-of-interest/program integrity codes, or failure to respond to a corrective action plan.

e) Terminate this agreement when it has determined that the Contractor has, through any cause, failed to fulfill its obligations under this agreement; failed to comply with the provisions of this agreement; or failed to comply with any law or regulations applicable to this agreement.

f) Disqualify the Contractor from the award of contracts under future procurement actions of SAPTE for such period and under such conditions for requalification as may be determined by SAPTE. Southwest Alabama Partnership for Training and Employment shall provide written notice to the Contractor of any termination under this provision, specifying an effective date of termination. In the event of termination SAPTE shall be liable for payment only for work or services performed by the Contractor to the satisfaction of SAPTE prior to the effective date of termination, provided, however, that such work or services were performed in accordance with the provisions and authorizations of this agreement.

Notwithstanding the above, the Contractor shall not be relieved of liability for damages sustained by Southwest Alabama Partnership for Training and Employment, including costs and expenses of suit and reasonable attorney's fees, by virtue of the Contractor's breach of this agreement. SAPTE may withhold payment for the purpose of offset until a determination is made of the amount of damages due SAPTE.

13 Conflict of Interest

It will comply with regulations regarding any real or apparent Conflict of Interest in its performance under this agreement. Pursuant to regulations and other applicable administrative requirements, it further assures that it will maintain a written code of standards of conduct governing the performance of all persons engaged in the administration of this agreement.

14 Establishment and Retention of Records

It shall establish and maintain records of its activities pursuant to this agreement, including records regarding financial accounting, personnel, property and participant/applicant data. Such records shall be sufficient to permit preparation of required reports and to trace funds to a level of expenditure adequate to establish that funds have not been misused or misexpended in violation of applicable requirements.

It will retain all its financial, personnel and participant/applicant records--except for records of non-consumable personal property--for a period of six (6) years from the date of Mobile Work's final annual report to USDOL showing full expenditure of the program year funding allotment applicable to this agreement. It will retain any records regarding non-consumable personal property for a period of three (3) years from the date of the final disposition of said property. If any litigation, audit, investigation, claim or other action is initiated involving its records, it shall retain the records until a final resolution is established, or the six year period has elapsed, whichever is *later*.

15 Sectarian and Political Activities

No programs conducted pursuant to this agreement shall involve religious activities and participants shall not be employed on the construction, operation or maintenance of so much of any facility as is used or to be used for sectarian instruction or as a place of religious worship. No programs conducted pursuant to this agreement shall involve political activities and the Contractor's employees shall observe the provisions of the Hatch Act regarding partisan political activities.

16 Reports

It will submit all programmatic and financial reports as required by SAPTE. It will abide by the reporting formats and schedules SAPTE establishes. It further acknowledges the right of SAPTE to modify reporting requirements from time to time during the life of this agreement

17 Acceptability

It is understood by both parties that the Southwest Alabama Partnership for Training and Employment or its designee shall: 1) be the determiner of whether the performance of the Contractor is satisfactory; 2) shall interpret all reports and decide the acceptability and/or progress of the work performed; 3) decide upon the amount, classification and quality of kinds of work to be performed and the amounts to be paid under this agreement; 4) be the sole judge of the validity of claims, if any, made by the Contractor for payment, and that SAPTE decisions will be final, conclusive and binding on the parties concerned.

18 Program Integrity

Its performance under this agreement shall be free from incidents of fraud, abuse or other criminal activity. Persons with knowledge or suspicion of such activities shall not be impeded or obstructed by the Contractor in reporting such activities pursuant to procedures established by the Secretary of Labor, the Governor or Southwest Alabama Partnership for Training and Employment.

19 Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless SAPTE, Inc. the Counties of Baldwin, Choctaw, Clarke, Conecuh, Escambia, Mobile, Monroe, Washington and Wilcox, and their officers, agents employees and representatives from and 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 in part to any negligent or willful act or omission of any officer, employee, agent or representative of the Contractor.

20 Disputes

It will attempt to resolve any disputes arising from this agreement by administrative processes or by negotiations in lieu of litigation, and further assures it will continue with diligent performance under this agreement during all disputes.

In connection with any dispute, the Contractor shall be afforded an opportunity to be heard and to present evidence in support of its position. Any dispute over a question of fact not resolved through informal means as cited in the preceding paragraph shall be decided by Southwest Alabama Partnership for Training and Employment. SAPTE will render a written decision and furnish a copy to the Contractor, who shall then continue performance under this agreement in accordance with the decision of the Southwest Alabama Partnership for Training and Employment.

Nothing within this provision shall imply that the Contractor is prevented from pursuing an appeal of any SAPTE decision in accordance with applicable policies and procedures.

21 Grievance Procedures

It will comply with the Grievance and Complaint procedures promulgated by the Southwest Alabama Partnership for Training and Employment pursuant to the requirements of Section 181[C] of .

22 Cost of Contract

The Contractor shall only use funds provided under this agreement for expenditures as authorized and detailed in the Budget Section of this agreement. Expenditures by the Contractor in excess of the amounts authorized in the Budget and/or Terms of Payment in this agreement will not be reimbursed by Southwest Alabama Partnership for Training and Employment. Unless otherwise specifically provided for elsewhere in this agreement, no funds provided under this agreement shall be used to pay for any costs or other obligations incurred by the Contractor outside of the beginning and ending dates of this agreement.

23 Cost Documentation

It shall submit expenditure reports and requests for reimbursement in accordance with the schedules and formats as specified by Southwest Alabama Partnership for Training and Employment. It shall submit copies of such expenditure documentation as SAPTE may require, retaining the original documents in its records.

24 Repayment of Disallowed Payments

It shall repay any payments it may receive under this agreement when any such payments are determined by audit, or any other review, to be disallowed by reason of being unlawful, unauthorized, improper or otherwise not allowable due to misexpenditure or misapplication of funds. The Contractor shall repay any such disallowed payments in accordance with policies and procedures established by the Governor or Southwest Alabama Partnership for Training and Employment. It further acknowledges that SAPTE has the right to withhold pending payments to the Contractor in order to recoup prior disallowed payments.

25 Reduction for Defective Cost of Pricing Data

If any price, including profit or fee, negotiated in connection with this agreement, or any cost reimbursable under this agreement was increased by any significant amount because a) the Contractor or a subcontractor furnished cost or pricing data that were not complete, accurate and current as certified in its Certification of Current Cost or Pricing Data, b) an actual or prospective subcontractor furnished the Contractor cost or pricing data that were not complete, accurate and current as certified in its Certification of Current Cost or Pricing Data, or c) any of the parties furnished data of any description that were not accurate, the price or cost shall be reduced accordingly and this agreement shall be modified to reflect the reduction.

If Southwest Alabama Partnership for Training and Employment determines that a price or cost reduction should be made, the Contractor agrees not to raise the following matters as a defense:

a) The Contractor or subcontractor was a sole source supplier or otherwise was in a superior bargaining position and thus the cost/price would not have been modified even if complete, accurate and current cost or pricing data had been submitted.

b) Southwest Alabama Partnership for Training and Employment should have known that the cost or pricing data at issue were defective even though the Contractor or subcontractor took no affirmative action to bring the character of the data to the attention of SAPTE.

c) This agreement was based upon an understanding about its total cost and there was no understanding about the cost of each item procured under this agreement.

d) The Contractor or subcontractor did not submit a Certification of Current Cost or Pricing Data.

26 **Deobligation of Funds**

It acknowledges the rights of the Southwest Alabama Partnership for Training and Employment to, at any time during the life of this agreement, remove from the total funds obligated to this agreement a proportional share of such funds as SAPTE determines will remain unexpended upon the expiration of this agreement and such funds may be reallocated to other proper purposes by Southwest Alabama Partnership for Training and Employment. Any and all funds unexpended or otherwise unearned by the Contractor at the expiration or termination of this agreement shall revert to SAPTE.

27 **Suspension of Payments**

It acknowledges that payments under this agreement may be suspended or otherwise held in abeyance should there be any questioned cost, disallowed cost, audit exception or other determination of any dollar amounts owed by the Contractor to Southwest Alabama Partnership for Training and Employment or the State or Federal Government that is not resolved in a reasonable and timely fashion.

28 **Procurement and Property**

It shall maintain written procedures for the procurement of supplies, materials, services or equipment pursuant to the authorizations within this agreement. It assures Southwest Alabama Partnership for Training and Employment that such procedures will be consistent with requirements as established by the Department of Labor, the Governor of Alabama and Southwest Alabama Partnership for Training and Employment. It shall comply with SAPTE specifications, as may be outlined elsewhere within this agreement, regarding any procurement of non-consumable personal property having an acquisition cost of \$500 or more per unit, and a useful life of one year or more. It shall comply with all requirements regarding all property purchased with funds with respect to property control, management, inventory, maintenance, safeguarding and disposition.

The Contractor acknowledges that title/ownership of all property purchased under this agreement with funds rests with Southwest Alabama Partnership for Training and Employment. The Contractor has custody of such property only during the life of this agreement in order to carry out the activities this agreement authorizes. Upon termination of this agreement, the Contractor shall surrender to SAPTE all property purchased under this agreement, including unconsumed supplies and materials, in accordance with SAPTE instructions. Southwest Alabama Partnership for Training and Employment reserves the right to take custody of any property prior to the termination of this agreement if the property is no longer needed to fulfill the purposes of this agreement, or if the Contractor has used the property for unauthorized purposes.

29 **Subcontracting and Assignments**

None of the work or services the Contractor is obliged to perform under this agreement shall be subcontracted to any person or entity without prior written approval from Southwest Alabama Partnership for Training and Employment. In the event of approval, the Contractor shall assure by written contract that the subcontractor is bound by the applicable terms of this agreement and assumes toward the Contractor the same obligations and responsibilities the Contractor assumes toward Southwest Alabama Partnership for Training and Employment via this agreement. No subcontract shall impair the rights of SAPTE with respect to the work or services to be performed by the Contractor under this agreement. A copy of any subcontract shall be provided to SAPTE.

In any approved subcontracting, the Contractor shall not subcontract beyond the life of this agreement; nor shall it make any substitution of subcontracting persons or entities without additional prior approval

from Southwest Alabama Partnership for Training and Employment.

The Contractor shall not assign any rights or interests in this agreement to any other party without prior approval from SAPTE.

30 Environmental and Energy Efficiency Standards

If this agreement budget is \$100,000 or more, then the Contractor shall comply with all applicable standards, orders or regulations issued pursuant to Section 306 of the Clean Air Act, Section 506 of the Clean Water Act and other applicable regulations of the Environmental Protection Agency (EPA). The Contractor shall comply with the mandatory standards and policies relating to energy efficiency as contained in the Energy Policy and Conservation Act, Public Law 94-163.

31 Labor Standards

In appropriate circumstances, it shall comply with all applicable standards, orders or regulations issued pursuant to the Fair Labor Standards Act, the Contract Work Hours and Safety Standards Act, the Davis-Bacon Act, the Copeland Anti-Kickback Act, the Immigration Reform and Naturalization Act and the Drug Free Workplace Act. It acknowledges that SAPTE may include elsewhere within this agreement specific provisions with respect to the aforementioned standards, orders or regulations.

32 Conditions of Employment and Training

Conditions of employment and/or training pursuant to this agreement shall be appropriate and reasonable in the light of such factors as the type of work or training, the geographical region and the proficiency of the participants.

33 Safety and Health of Participants

It will comply with standards established by the Occupational Safety and Health Act of 1970 (OSHA), as amended, to the extent that OSHA standards applicable to the working conditions of employees shall be equally applicable to the working conditions of participants. Where participants may be engaged in activities not covered under OSHA, the Contractor assures no participant shall be required or permitted to work, be trained, or receive services in buildings, or surroundings, or under conditions which are unsanitary, hazardous or dangerous to a participant's health or safety.

34 Selection of Participants

It has final responsibility for the selection of participant to be enrolled in the program funded by this agreement from among individuals certified by the Southwest Alabama Partnership for Training and Employment, or its designee, to be eligible in accord with eligibility criteria. The Contractor acknowledges that intentional noncompliance with this provision on its part will result in disallowed costs to this agreement which shall be borne by the Contractor.

35 Patents, Copyrights and Rights to Data

It acknowledges and 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 Department of Labor and the patent and copyright laws of the United States.

Subject to the above cited requirements, the Contractor further acknowledges that any and all products or materials generated pursuant to this agreement (whether in the form of reports, analyses, interviews, raw

data, records, research findings, camera products, working papers or other items) are the property of SAPTE and shall not be used by any other entity for any other purpose(s) unless authorized in writing by SAPTE. Upon demand by the Southwest Alabama Partnership for Training and Employment, the Contractor shall convey title and possession of all aforementioned items to SAPTE.

Unless otherwise provided for herein, if any copyrightable material is developed pursuant to this agreement, the author or Contractor is free to copyright the material. However, it shall be understood that SAPTE and/or the Department of Labor shall have a royalty-free, nonexclusive and irrevocable right to reproduce, publish and/or otherwise use, and authorize others to use, the material for Government purposes.

36 Debarment and Suspension

It certifies, by signing this agreement, that neither it nor its principals are presently debarred, suspended, declared ineligible, voluntarily excluded or otherwise excluded from participation in this transaction by an act of any Federal Department or Agency.

It further assures that it will comply with applicable provisions of the Debarment and Suspension regulations issued pursuant to the President's Executive Order # 12549, as amended, in connection with any subcontract(s) that may be authorized under this agreement.

37 Lobbying Activities

It will comply with applicable requirements concerning lobbying activities, in that federal WIOA funds shall not be used to lobby a Federal Department or Agency or the Congress. Further, that if the Contractor uses funds other than federal WIO funds to pursue any lobbying activities in connection with this agreement it shall disclose such activities to the Southwest Alabama Partnership for Training and Employment in accordance with applicable WIOA disclosure requirements.

38 Nondiscrimination and Equal Opportunity

It will fully comply with the nondiscrimination and equal opportunity provisions applicable to this - funded agreement; including but not limited to: 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; the Americans With Disabilities Act of 1990, as amended; Equal Employment Opportunity requirements pursuant to the President's Executive Order 11246, as amended; and all other regulations implementing the laws cited within this paragraph. The Contractor acknowledges that the United States has the right to seek judicial enforcement of this assurance.

39 Funds Not to Supplant Other Funds

The funds authorized under this agreement shall be used only to pay for activities and services that are in addition to those which would otherwise be available in the area in the absence of funding.

40 Beneficiaries of Expenditures Under This Agreement

Funds provided under this agreement shall only be expended by the Contractor in order to provide benefits to participants being trained and/or otherwise receiving services *only during the specified life of this agreement*. No funds authorized herein shall be expended to purchase goods or services intended for consumption or delivery after the termination/completion date of this agreement.

41 **Acknowledgment of Funding Source**

With respect to any public statements or other publicity which may occur, it shall acknowledge that its activities pursuant to this agreement are made possible by federal funding. The Contractor further agrees that the manner and form of such acknowledgment(s) may be specified by the Department of Labor, the Governor of Alabama or SAPTE, and it shall abide by any such specifications.

42 **Insurance**

It will follow its normal insurance procedures, except as otherwise indicated by administrative requirements promulgated pursuant to law and regulation. It acknowledges that, unless otherwise provided for elsewhere within this agreement, it will assure that participants are covered by Worker's Compensation or other equivalent medical and accident insurance.

43 **Conduct of Business**

The Contractor shall obtain and maintain in force and effect during the term of this agreement any and all licenses, accreditations and approvals required by any duly authorized regulatory authority for the conduct of the services to be provided under this agreement.

44 **Venue**

Both the Contractor and SAPTE agree that any legal action brought as a result of alleged breach of contract shall be brought in Mobile County in the State of Alabama.

45 **Warranty**

The Contractor warrants to SAPTE that all representations, statements, writing and proposals which form the basis for negotiations and considerations resulting in this agreement are true and correct to the Contractor's best knowledge and belief.

46 **Representation**

By executing this agreement, the Contractor represents that it has read and understood the provisions contained herein.

47 **Successors**

The Contractor and the Southwest Alabama Partnership for Training and Employment each binds itself, its successors and legal representatives to the other party hereto with respect to all covenants, provisions, agreements and obligations contained within this agreement.