

**Contract for a WIOA Program
Serving Low-Income Out-of-School Youth Age 16 –24
in Southwest Alabama**

Contract #: 94707477

Made and Entered into **BY** and **BETWEEN**

The WIOA Administrative Entity

AND the CONTRACTOR

**Southwest Alabama Partnership for
Training and Employment, Inc. (SWAPTE)**
515 Springhill Plaza Court
Mobile, AL 36608
hereinafter referred to by name
or called **SWAPTE**

Bishop State Community College
351 North Broad Street
Mobile, AL 36603

hereinafter referred to by name
or called the **CONTRACTOR**

This agreement is comprised of this Signature Sheet, a Table of Contents and these five (5) Sections, each an integral part of the whole:

SECTION A - General Provisions; SECTION B - Special Provisions; SECTION C - Performance Standards; SECTION D - Budget; SECTION E - Statement of Work.

By signatures below, the parties hereto agree to comply with all terms and conditions as set forth within the whole. Changes shall be incorporated behind this sheet, as needed.

Notwithstanding the rights reserved by **SWAPTE** to unilaterally modify the amount and/or duration of this agreement for cause:

- A) The duration of this agreement shall be from the effective date of: **July 1st, 2019 until June 30th, 2020.**
- B) The total number of youth served by this contract shall not exceed **40** without prior approval.
- C) The amount paid to the **CONTRACTOR** for work performed under this agreement shall be in accordance with the Budget section herein, and in no event shall exceed a total of: **\$296,633.**

The parties hereto agree that validation of this agreement by the respective Signatory Officials shall be considered a complete mutual assent to each and every aspect of this agreement. The Signatory Officials also hereby certify that each possesses legal authority to contractually bind their respective entities in their capacities as signatories hereto.

BY:

Carol Statter, Chair
Southwest Alabama Partnership for
Training and Employment
Signatory Official

BY:

Dr. Reginald Sykes, President
Bishop State Community College
CONTRACTOR Signatory Official

BY:

Commissioner Connie Hudson, Chair
Chief Elected Officials Council
Southwest Alabama Partnership for
Training and Employment
Signatory Official

BY:

SYDNEY G. RAINE, President
Southwest Alabama Partnership for
Training and Employment
Signatory Official

**WIOA Service Provider Agreement
Bishop State Community College**

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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 (SWAPTE) and Employment it shall notify SWAPTE 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 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 thereunder 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 SWAPTE pursuant to this agreement, shall be construed as making the Contractor the agent, servant or employee of SWAPTE. 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 SWAPTE, 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 SWAPTE and the Contractor, must be incorporated as written modifications to this agreement and approved by all signatory authorities prior to implementation.

SWAPTE 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 the 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 SWAPTE. 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 SWAPTE shall be liable for payment only for work or services performed by the Contractor to the satisfaction of SWAPTE prior to the effective date of termination, provided, however, that such 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 this agreement. 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, SWAPTE 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 SWAPTE until such time that a determination is made by SWAPTE 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 SWAPTE for such period and under such conditions for requalification as may be determined by SWAPTE. 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 SWAPTE shall be liable for payment only for work or services performed by the

Contractor to the satisfaction of SWAPTE 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. SWAPTE may withhold payment for the purpose of offset until a determination is made of the amount of damages due SWAPTE.

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 SWAPTE. It will abide by the reporting formats and schedules SWAPTE establishes. It further acknowledges the right of SWAPTE 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 SWAPTE 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 SWAPTE, 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. SWAPTE 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 SWAPTE 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 SWAPTE 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 SWAPTE 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 SWAPTE.
- 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 SWAPTE 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 SWAPTE.

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 SWAPTE 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 SWAPTE all property purchased under this agreement, including unconsumed supplies and materials, in accordance with SWAPTE 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 SWAPTE 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 SWAPTE.

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 SWAPTE.

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 of 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 SWAPTE 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 SWAPTE and shall not be used by any other entity for any other purpose(s) unless authorized in writing by SWAPTE. Upon demand by the Southwest Alabama Partnership for Training and Employment, the Contractor shall convey title and possession of all aforementioned items to SWAPTE.

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 SWAPTE 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 SWAPTE, 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 SWAPTE 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 SWAPTE 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.

Section B...SPECIAL PROVISIONS

The parties hereto agree to abide by the following SPECIAL PROVISIONS:

1. Reporting Requirements:

Pursuant to items #1, #10 & #16 of the General Provisions, the **CONTRACTOR** shall comply with administrative standards and reporting requirements as outlined within the pages of this agreement.

2. Grievance Procedures:

Pursuant to item #21 of the General Provisions, the **CONTRACTOR** shall observe and comply with the WIOA Grievance Procedures promulgated by **SOUTHWEST ALABAMA PARTNERSHIP FOR TRAINING AND EMPLOYMENT**, and included within this section.

3. Authorized Representative:

Pursuant to item #8 of the General Provisions, the **CONTRACTOR** represents that its authorized representative is: **David Felton, Workforce Development Director.**

4. Renewal/Extension Options:

SOUTHWEST ALABAMA PARTNERSHIP FOR TRAINING AND EMPLOYMENT reserves the right to extend/renew its initial contract for services for up to 12 additional months. The **CONTRACTOR** acknowledges that the decision to extend/renew services will be based on **SOUTHWEST ALABAMA PARTNERSHIP FOR TRAINING AND EMPLOYMENT** determination of:

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

5. Pre-agreement Costs:

Any costs incurred by the **CONTRACTOR** associated with the planning and development of this Youth Project, which may be incurred prior to the effective date of this agreement, are hereby deemed to be unallowable.

**Southwest Alabama Partnership for Training and Employment (SWAPTE)
Workforce Innovation and Opportunity Act (WIOA)
GRIEVANCE PROCEDURES**

SCOPE and PURPOSE.....

These procedures are established for resolving complaints and grievances arising in connection with programs operated by Southwest Alabama Partnership for Training and Employment and its sub-contractors. Any Southwest Alabama Partnership for Training and Employment applicant, participant, employee, applicant for employment, subcontractor or other interested person may utilize these procedures.

These procedures are not applicable to criminal complaints or to WIOA staff complaints related to terms and conditions of employment. All information and complaints of fraud, abuse, or criminal activity (criminal complaints) shall be reported in accordance with the Governor's Incident Report Procedures. Sub-contractor staff complaints related to terms and conditions of employment shall be resolved in accordance with the sub-contractor's personnel grievance procedures.

GENERAL PROVISIONS.....

I. WHERE TO FILE

Complaints, except those alleging discrimination, must be filed with SWAPTE within one year of the alleged act at the following address:

Southwest Alabama Partnership for Training and Employment
515 Springhill Plaza Court
Mobile, AL 36608

Discrimination complaints must be filed with either the Department of Labor Civil Rights Center or the Workforce Development Division EO Officer, at the address in Section V, within 180 days of the alleged violation, unless the time for filing is extended by the Secretary of Labor for good cause shown.

Complaints by SWAPTE participants, which relate to terms and conditions of employment, shall be filed initially with the employer. The Southwest Alabama Partnership for Training and Employment upon request shall review decisions rendered by the employer regarding the Southwest Alabama Partnership for Training and Employment participant. In the absence of an employer's grievance procedures, the Southwest Alabama Partnership for Training and Employment participant may file the complaint with Southwest Alabama Partnership for Training and Employment at the address in Section I.

Complaints alleging labor standards violations may be filed with Southwest Alabama Partnership for Training and Employment at the address in Section I, or as an alternative, may be submitted to a binding arbitration procedure, if a collective bargaining agreement covering the parties to the grievance so provides.

If an election is made to have labor standards violations processed under binding arbitration provisions, the complainant shall choose binding arbitration before, and in lieu of filing the complaint with Southwest Alabama Partnership for Training and Employment. Binding arbitration may not be elected for a complaint that has been processed or is currently being processed under SWAPTE grievance procedures. Binding arbitration decisions are not review-able by the Secretary of Labor.

II. COMPLAINT FORM

Any person wishing to utilize the SWAPTE grievance procedures may do so by contacting Southwest Alabama Partnership for Training and Employment Executive Secretary at 432-0909 Extension 121. A complaint form will be made available for completion. Southwest Alabama Partnership for Training and Employment will accept written complaints which shall include the complainant's (1) name, address and telephone number; (2) name and address of the person/agency against whom/which the complaint is filed; (3) brief statement of the complaint including specific violations of WIOA if known; and (4) signature and date.

III. REVIEW PROCESS

Upon receipt by SWAPTE of a written complaint, a review will be done to ascertain the facts and attempt informal resolution. If informal resolution fails, the complainant will be provided:

- A. A hearing within sixty (60) days of the complaint;
- B. Written notice of the date, time and place of the hearing;
- C. An opportunity to present evidence;
- D. A written decision within sixty (60) days of filing the complaint; and
- E. Notice of appeal rights.

IV. APPEALS

If either party to this complaint receives an unsatisfactory decision or no decision is issued by Southwest Alabama Partnership for Training and Employment within sixty (60) days of filing the complaint either party may appeal to the Director, Workforce Development Division, Alabama Department of Economic & Community Affairs, 401 Adams Avenue, P. O. Box 5690, Montgomery, Alabama 36103-5690. The appeal for review shall be in writing and shall be filed within ten (10) days of an unsatisfactory decision or fifteen (15) days from the date a decision should have been rendered.

V. FOR COMPLAINTS OF DISCRIMINATION BASED ON RACE, COLOR, NATIONAL ORIGIN, DISABILITY, SEX, AGE, RELIGION, POLITICAL BELIEFS, AND FOR BENEFICIARIES ONLY, CITIZENSHIP, OR SOUTHWEST ALABAMA PARTNERSHIP FOR TRAINING AND EMPLOYMENT PARTICIPATION

Complainant may obtain a Complaint Form from SWAPTE and submit it within 180 days of the alleged violation or submit a letter to either of the following addresses:

Director
U.S. Department of Labor
Civil Rights Center
200 Constitution Avenue N.W.,
Room N-4123
Washington, D.C. 20210

Or

EO Officer
Alabama Department of Commerce
Workforce Development Division
401 Adams Avenue
P.O. Box 304106
Montgomery, Alabama 36130-4106

VI. RECORD KEEPING

A complaint log and files shall be maintained by SWAPTE which will include:

- A. The name and address of the aggrieved or complainant.
- B. A brief statement of the alleged violation.
- C. Date filed
- D. Brief statement of the decision with the date of the final decision.

The log and file shall be maintained for a period of not less than three (3) years. Information on complaints and all actions taken shall be kept confidential except as is necessary to ensure a fair determination.

VII. PROHIBITION AGAINST RETALIATION

It shall be the policy of SWAPTE that no person who files a complaint, institutes or causes to be instituted any proceeding, or testifies in any investigation under or related to WIOA shall be discharged, discriminated against, or denied any benefits because of such complaint. This policy is applicable to all SWAPTE sub-contractors.

XI. CORRECTIVE ACTIONS AND SANCTIONS.....

Where a monitoring review or complaint investigation results in a finding of non-compliance with the nondiscrimination and equal opportunity provisions of WIOA, SWAPTE shall require the sub-recipient to take appropriate corrective actions within a specified time frame to secure compliance. Such actions will include, but not be limited to:

- A. Actions to end and/or redress the violation;
- B. Actions to provide those benefits and/or services that were determined to be discriminatorily denied including, but not limited to, enrollment, reinstatement and/or monetary relief, as appropriate; and
- C. Actions to take any other remedial or affirmative action deemed appropriate to ensure equal opportunity.

If a sub-recipient fails to take corrective actions as directed, a hearing will be scheduled for the sub-recipient to show cause why funding should not be terminated. The hearing will be conducted in accordance with established WIOA Grievance Procedures.

REPORTING REQUIREMENTS Pursuant to Special Provision #1

The **CONTRACTOR** hereby agrees that it will comply with the following administrative standards and reporting requirements as these may pertain to this agreement:

- 1) All applicable Governor's Employment and Training Directives (GETD) that may be promulgated through the offices of the Workforce Development Division (WDD) of the Alabama Department of Commerce.
- 2) The Alabama Technical Assistance Guide for Workforce Innovation and Opportunity Act
- 3) The Statewide WIOA Fiscal Procedures Manual
- 4) The Statewide WIOA Procurement Standards
- 5) The Statewide WIOA Glossary of Terms
- 6) OTHER(S):

Further, in instances where, from time to time, any of the above cited standards may be changed during the life of this agreement by its issuing authority(ies) through revisions or supersessions, the **CONTRACTOR** agrees that it shall comply with any and all such changes as they may pertain to this agreement.

The **CONTRACTOR** agrees that it shall comply with reporting formats, policies, procedures, and schedules promulgated by the **Southwest Alabama Partnership for Training and Employment** pertaining to:

- a) WIOA Applicant/Participant Information and Reporting
- b) WIOA Financial Management Information and Reporting
- c) WIOA Program/Project Management Information and Reporting

The **CONTRACTOR** further acknowledges the right of the **Southwest Alabama Partnership for Training and Employment** to, from time to time, promulgate revised and/or additional reporting standards, and agrees to comply with any such revised or added reporting standards.

**Performance Schedule – Service to Participants
Bishop State Community College**

This project is designed to serve up to 40 WIOA eligible Youth participants in accordance with the *Target* and *Entry* criteria included in the Statement of Work section of this agreement.

Enrollments into this project shall not exceed 40 without explicit prior approval from the Southwest Alabama Partnership for Training and Employment.

Enrollment and eligibility determination of participants will begin on or about July 1st, 2019. See the detail provided in the statement of work section of this contract for program schedule. All enrollments will be complete no later than March 31st, 2020. No program activity will occur after June 30, 2019.

Performance Goals 2019-2020

The **CONTRACTOR** and **Southwest Alabama Partnership for Training and Employment** agree that the following goals and objectives for WIOA Youth outcomes constitute the minimum acceptable performance standards for the success of this activity:

WIOA YOUTH COMMON MEASURES:

Employment Rate 2 nd Qtr. after Exit	58.7%
Employment Rate 4th Qtr. after Exit	67%
Credential Attainment within 4 Quarters after exit	39.3%

The **CONTRACTOR** agrees to comply with guidelines provided for outcome measurement and data collection relating to these Performance Levels in compliance with the Performance Accountability System, and to provide documentation consistent with these guidelines to **Southwest Alabama Partnership for Training and Employment** as requested.

The **CONTRACTOR** acknowledges that changes to these outcomes may occur during the contract period. In the event such changes are required, Southwest Alabama Partnership for Training and Employment will provide the revised goals to the **CONTRACTOR** via a contract modification. At that time the **CONTRACTOR** will be allowed to revise their implementation plan if needed to enhance the probability for success.

OBLIGATION TO PERFORM

The parties hereto agree that this SECTION C establishes certain Performance Standards for the **CONTRACTOR's** activities pursuant to its work to be performed under this agreement. Specifically, this section contains schedules, goals and objectives related to the **CONTRACTOR's** provision of services(s) to Applicants/Participants in this WIOA program/project, and the **CONTRACTOR's** achievement of certain expected outcomes, at specified levels, with regard to WIOA Applicant/Participants it shall serve pursuant to this agreement.

Pursuant to item #17 of the General Provisions, the **CONTRACTOR** acknowledges and agrees that its performance in a manner satisfactory to the **Southwest Alabama Partnership for Training and Employment (SWAPTE)** is essential to the continued life of this agreement. The **CONTRACTOR** assures that it shall perform with due diligence to uphold and adhere to the expressed terms and conditions within this agreement.

The **CONTRACTOR** acknowledges and understands that, during the life of this agreement, **SWAPTE** may at some point(s) in time deem the **CONTRACTOR's** performance to be unsatisfactory due to circumstances, which include, but may not be limited to:

- a) **CONTRACTOR's** failure to adhere to performance schedules within established parameters or to achieve established performance outcomes, goals, and objectives.
- b) **CONTRACTOR's** failure to perform according to the terms and conditions as expressed within this agreement, either technical or financial or both.

In the event of a determination of unsatisfactory performance by the **Southwest Alabama Partnership for Training and Employment**, the parties hereto acknowledge that **SWAPTE** may act in its own best interests to seek corrective actions(s) from the **CONTRACTOR** and/or limit the damages that may be sustained by the **Southwest Alabama Partnership for Training and Employment** as a result of the **CONTRACTOR's** unsatisfactory performance. Such acts by **SWAPTE** include, but may not be limited to:

- 1) Requiring the **CONTRACTOR** to develop and implement specific corrective action(s) within specified time frames.
- 2) Withholding of payments to the **CONTRACTOR** until progress toward satisfactory performance is evident.
- 3) Requiring additional reporting, prior approvals, or designating the **CONTRACTOR** as "high risk".
- 4) Disallowing inappropriate and/or unauthorized claims for payment from the **CONTRACTOR**.
- 5) Deobligation of funds from the budget of this agreement.
- 6) Issuing a unilateral change order(s) to this agreement.
- 7) Issuing a Stop Work order.
- 8) Terminating this agreement.

PARTICIPANT REFERRAL AND SELECTION

The **CONTRACTOR** acknowledges that the WIOA participants it is to serve will come into this project in accordance with these guidelines.

- A. The **CONTRACTOR** is responsible for outreach and recruitment to identify WIOA Youth Program eligible individuals appropriate for this project in accordance with its Target and Entry criteria in the manner explained in the statement of work. It will work closely with **Southwest Alabama Partnership for Training and Employment** staff in this endeavor.
- B. The **CONTRACTOR** acknowledges that **Southwest Alabama Partnership for Training and Employment** is the eligibility determination services provider for this program. The **CONTRACTOR** assures that it will cooperate in good faith with **Southwest Alabama Partnership for Training and Employment** staff with regard to the scheduling of eligibility determination and certification appointments for the individuals the **CONTRACTOR** selects for this project.
- C. The **CONTRACTOR** is responsible for the conduct of an appropriate Assessment of each project participant and the development of an appropriate Individual Service Strategy for each project Participant. Assessments and Service Strategies must be conducted and formatted in accordance with applicable WIOA requirements.
- D. The **CONTRACTOR** has the final responsibility for providing the training and services authorized in this agreement's Statement on Work and for assuring successful participant outcomes pursuant to the Performance Standards in this agreement.

TERMS OF PAYMENT

The parties agree to the following:

A. Pursuant to the Payment Methodology on the Budget Summary page, in consideration for the work to be performed by the **Contractor, Southwest Alabama Partnership for Training and Employment** will reimburse the **Contractor** the lesser of:

- 1) The actual cost of delivering this program in accordance with the expenditure authorizations in each line item and cost category within this Budget; **...OR...**
- 2) The maximum dollar amount that has been authorized for the delivery of this budget program in accordance with the line items and cost categories within this Budget.

The **Contractor** understands and acknowledges that it may receive the full amount authorized within this budget only if it reports fully expending all funds authorized under every line item and cost category for the delivery of this program.

The **Contractor** shall only be reimbursed for expenditures that are:

- authorized under the terms of this agreement;
- necessary and reasonable to carry out the program;
- allowable costs in accord with WIOA guidelines
- allocated to the appropriate WIOA cost category based upon benefits received, and;
- established in accordance with Generally Accepted Accounting Principles.

The expenditures and activities of the **Contractor** pursuant to this agreement shall be subject to detailed financial and compliance audit and /or other review or oversight as provided for in the General and Special Provisions. Accordingly, the **Contractor** acknowledges and agrees that it shall repay to the **Southwest Alabama Partnership for Training and Employment** any reimbursement(s) that it receives hereunder that may subsequently be cited as disallowed costs by an audit and or other review or oversight.

During the life of this agreement the **Contractor** shall adhere to the individual budget line item maximums authorized within this section. Expenditure reports and requests for reimbursement from the **Contractor** that indicate any over expenditure(s) of any line item will not be processed by the **Southwest Alabama Partnership for Training and Employment** but instead will be returned to the **Contractor** with instructions that the **Contractor** must request a budget amendment in accordance with the *Changes to Contract* clause in the General Provisions. Over expenditures of up to 10% total during a contract period in non-salary line items will be allowed without prior approval. In the event such an overage is incurred, a letter should be sent to the **Southwest Alabama Partnership for Training and Employment** indicating the line item that the **Contractor** is reducing to offset such an overage.

To allow for some budget flexibility following the termination/completion of this agreement, the **Contractor's** final Expenditure Report and Request for Reimbursement may indicate expenditures in excess of authorized maximums of some individual budget line items within a given cost category *provided* these excesses are *offset* by corresponding under expenditures in other individual budget line items *within the same cost category*.

This flexibility is limited to an allowable over expenditure of **no more than ten (10%) percent** of the amount authorized in any line item. Cost Category maximums may only be waived with written approval by Southwest Alabama Partnership for Training and Employment. Unexpended funds in one WIOA cost category must be available within the original budget to offset over expenditure in any other WIOA cost category.

The **Contractor** shall establish and maintain documentary evidence of costs incurred under this agreement in accordance with applicable WIOA administrative and financial standards as referenced in the General and Special Provisions. Such evidence includes but may not be limited to: canceled checks, bank statements, purchase orders, material receipts, invoices, vouchers, leases, subcontracts, payroll records, records of accounts payable and receivable, ledgers, journals, other books of accounts and other evidence of costs incurred.

The **Contractor**, is required to submit facsimile copies of its documentary evidence of costs incurred to the **Southwest Alabama Partnership for Training and Employment** as an attachment to its expenditure Reports and Requests for Reimbursement. The **Contractor** should refer to Section D, Attachment A for further details regarding documentation of costs.

The **Contractor** shall submit Expenditure Reports and Requests for Reimbursement on at least a monthly basis in accordance with schedules and report/request formats as stipulated by the **Southwest Alabama Partnership for Training and Employment** pursuant to applicable WIOA administrative and financial standards.

Unless otherwise authorized in writing by the **Southwest Alabama Partnership for Training and Employment** the **Contractor** shall submit its FINAL Expenditure Report and Request for Reimbursement, along with any other required contract closeout documents to the **Southwest Alabama Partnership for Training and Employment** no later than thirty (30) calendar days following the termination/completion date of this agreement. The final submission must be accompanied by a check payable to the **Southwest Alabama Partnership for Training and Employment** for the full amount of any WIOA funds that may have been received by the **Contractor** but for which there have been no authorized expenditures reported.

SECTION D – ATTACHMENT A

Personnel

1. Salaries must be accompanied by a signed time sheet. Allocated expenses for staff members must include a signed timesheet indicating the hours worked. We also must be provided with the individual's total salary, not just the amount charged under WIOA. We will not approve wage reimbursement requests unless accompanied by a signed time sheet indicating the number of hours spent on WIOA activities, regardless of whether or not the position is funded 100% by WIOA.
2. Payroll services - space utilization is not appropriate method for applying cost of the payroll, fringes or fees.

Travel

1. This category should be reserved for staff travel line item reporting. Participant travel costs should be budgeted with "Other direct costs" and listed as "Participant Supportive Services."
2. Requisition for travel reimbursement must show destination and purpose of the trip. It should indicate locations of start and end location. (Some individuals may be leaving from their homes and that could potentially add 40-50 miles to the trip - remember, we are documenting for the purpose of explaining to someone what occurred in the past. When an auditor or monitor picks this up a year from now, they should be able to see the story of what occurred - "paper trail" - should not be relying on individual's to remember this at a later date or expect the auditor to guess).

Facility Costs

1. Copy of Lease must be provided
2. Cost allocation plan must be provided if you do not have an indirect cost rate.

Other Direct Costs

1. For childcare, a sign in/out log must be provided if requesting reimbursement for childcare expenses.
2. Bus Passes should be billed as "Other Direct Costs- Participant Support"; you will need to provide a log with the signatures of participants who were issued passes.
3. GED tests cannot be billed in advance. You must submit documentation that substantiates that the individual took the test in order for the expense to be submitted for reimbursement.

SECTION D – ATTACHMENT A

4. If a field trip is taken, the trip details must be provided. Movie costs are viewed as entertainment costs by DOL and deemed unallowable.
5. If it is an incentive, you must provide an incentive log that shows what the individual accomplished to earn the incentive. Internships should not be billed under “Staff Salaries”. They should be billed as “Internships” under “Other Direct Costs” (include wage and tax data cumulative).

Contractual

1. What Procurement process used? Is there anything to document? I.e. copy of surveys or responses or evaluation report? Should have something to substantiate activity.
2. For all consultant or contractors being reimbursed under WIOA, we must have a copy of the consultant’s contract, reports, etc. An invoice from the consultant will no longer be sufficient

Office Supplies

1. If calendars, computers, tablets, printers are ordered, we must know to whom the items were assigned.
2. Office supplies utilized for participants must be separated from operation supplies when cash requests are submitted. All participant cost should be listed under “Other Direct Costs”.
3. We will no longer be approving the reimbursement of supply invoices dated after April 30.

Internal Procedures

1. All invoice receipts should be approved for payment by the supervisor and the date paid, check number and amount paid should be visible on the documentation.
2. We will not reimburse for late fees. If you submit an invoice with a “past” due notice including a prior amount being unpaid, we must be provided with documentation that the invoice has been paid.
3. Requests for reimbursements must be received on a monthly basis.
4. Audit reports must be provided to Mobile Works on an annual basis.

SECTION D – ATTACHMENT A

The following methods should be utilized when charging costs to WIOA:

Elements of Cost	Valuation Method
Salaries and wages	Actual hours worked
Fringes	Actual amount applicable to employee
Contractual	Actual usage
Other Direct Costs	Actual usage
Incentives, Stipends	Actual usage
GED Tests	Actual usage
Bus Passes/Gas Vouchers	Actual usage
Travel	Actual usage-separate staff travel from participants
Contracts-program related	Actual usage-must provide contract and deliverables
Supplies	Actual usage-Separate operations from participants
Communications	Actual usage
Equipment rental	Actual usage
Copy Use	Actual usage
Computer repairs and maintenance	Actual Usage-Only applicable to computers used by WIOA activities
Phone	Actual usage
Facility Costs	Allocated-WIOA Program space square footage divided by total building square footage
Rent	Allocated, however; You cannot charge rent to the WIOA program if you own the building. You are only allowed to charge allocated depreciation expense based on square footage. If you are in a rent free building, you cannot charge rent to WIOA. We must have a current copy of the lease on file.
Pest Control	Actual Usage-Only applicable to space utilized by WIOA
Security	Actual Usage-Only applicable to space used by WIOA activities
Utilities	Allocated based on square footage

NOTE: Types of costs mentioned in this attachment can only be charged if they were part of your approved budget.

**Proposed LINE ITEM Budget for Youth Programs
For the Year Beginning July 1, 2019**

Service Provider: Bishop State Community College

Program Title: Fix It

<u>Line Item Cost</u>	<u>Program Services</u>
Staff Compensation	\$ 77,558
Staff Fringe Benefits	\$ 5,933
Travel/Transportation	\$ 0
Facility Costs	\$ 0
Communications	\$ 7,000
Supplies	\$ 15,000
Equipment	\$ 5,000
Contractual	\$ 71,748
Other Direct Costs	\$ 65,000
Indirect Costs	<u>\$ 49,424</u>
TOTAL COST:	<u>\$296,663</u>

Please see the Budget Narrative, which follows, for an explanation of each of the line items.

Bishop State Community College
Budget Narrative for 2019-2020 Fix It Program
Page 1 of 4

Bishop State Community College ("BSCC") is requesting **\$296,663** for the second twelve-month award for the "Fix It Program." In its inaugural year, the Bishop State Fix It Program enrolled 38 students, 95% of its target. Thirty (30) of those students will have received credentials from NCCER and/or I-CAR. BSCC has also engaged several partner companies who have expressed – interest in providing work-based learning opportunities, and considering Fix It participants for full-time employment, including Habitat for Humanity, Barnett Millworks, Little Custom Homes, National Collision Center and Cockrell's Body Shop.

During this coming grant year, BSCC proposes to serve 40 participants in the Program with 30 students in the Construction program and 10 in the Auto Body Program. BSCC is confident it can reach its targets through aggressive and focused outreach through social media, personal appearances at community meetings and job fairs and traditional advertising. To supplement its program, BSCC is currently negotiating an arrangement with the Municipal Court Judges to accept referrals into the Fix It Program as well as BSCC's Adult Education Program. BSCC believes this referral arrangement will likely enable it to exceed its future goal of serving 75 participants in a Fix It Program that is available year-round.

Explanations and details of BSCC's funding request is set forth below.

Staff Compensation - \$77,558 for one (1) Program Coordinator (\$37,544), one (1) Administrative Assistant/Bookkeeper (\$16,796) and one (1) Career Coach/ Case Managers (\$23,218). All are part-time positions, working a maximum of 19 hours each week. All positions are expected to be 12-month assignments. Job descriptions are available for each. The staff will be expected to attract, recruit, retain and place participants. Staff will be charged with keeping participants motivated and engaged throughout the program and into the workforce.

Fringe benefits - \$5,933 is the employer-paid portions of FICA/Medicare taxes, calculated at 7.65%. No other benefits are included.

Quantity	Item Description	Base Salary	Fringe Benefits (FICA/Med)
1	Program Coordinator (Part-time)	\$37,544	\$2,872
1	Admin Asst/Bookkeeper	\$16,796	\$1,285
1	Career Coach/Case Manager (Part-time)	\$23,218	\$1,776
Total		\$77,558	\$5,933

Bishop State Community College
Budget Narrative for 2019-2020 Fix It Program
Page 2 of 4

Communications - \$7,000. These are costs associated with advertising and branding the Fix It Program. BSCC will use its in-house Communications expertise to develop a holistic approach to marketing and advertising, including radio, television, print, social and digital media as well as personal participation in community meetings and job and career fairs.

Quantity	Item Description	Cost	Supply Cost
1	Communications/Advertising	\$7,000	\$7,000
Total			\$7,000

Supplies - \$15,000. Supplies will include consumable personal protective equipment for students, training materials, building materials, office supplies, and office equipment expected to cost less than \$500 each.

\$12,000 is allocated for consumable training supplies such as: personal protective equipment, paint, lumber and other building materials, electrical hardware, automotive paints and shop supplies, copper and PVC tubing and fittings and associated hardware.

\$3,000 for office/classroom supplies, including paper, pens, pencils, notebooks, and printers.

Quantity	Item Description	Cost	Supply Cost
NA	Miscellaneous Office/Classroom Supplies	\$3,000	\$3,000
NA	Consumable Training Supplies	\$12,000	\$12,000
Total			\$15,000

Equipment - \$5,000.

These are equipment costs estimated to be more than \$500 each. They include costs for five (1) all in one computers for staff and instructors, one centrally-located, high-capacity printer, and audio-visual aids for classrooms.

Quantity	Item Description	Cost	Supply Cost
5	Desktop All-In-One Computers	\$1,400	\$1,400
1	High Capacity All-in One Printer	\$1,000	\$1,000
2	60" Flat-Screen TVs (incl. mounts, cables, hardware, etc.)	\$1,300	\$2,600
Total			\$5,000

Bishop State Community College
Budget Narrative for 2019-2020 Fix It Program
Page 3 of 4

Contract Instructors - \$71,748. Trade instructors are certified by the applicable agency (I-CAR and/or NCCER) and are hired on a contractual basis. Their hourly rate is \$35 per hour and they are expected to be in class five days a week for six hours plus one-half hour class preparation time.

Trade Module	Number of Participants	No. of Classes	Hours per Class	Pay Rate	Instructional Cost
NCCER Core	30	2	160	\$35	\$11,200
Carpentry	30	2	192	\$35	\$13,440
Electrical	30	2	192	\$35	\$13,440
Painting/Plumbing	5	1	162.5	\$35	\$5,668
Auto body	10	1	800	\$35	\$28,000
Total					\$71,748

Other Direct Costs - \$65,000, student stipends registrations, and drug screenings:

Student Stipends - \$58,800. Each student will be awarded a \$300 stipend for hand tools, personal protective equipment (PPE) and other necessities associated with their chosen field of study. Eligibility for these funds are contingent upon, and payable to, students who successfully complete the first five weeks of the Program and pass a five-panel, DOT drug screen. Beyond the initial 5 weeks of training, participants will be eligible to receive stipends of \$20/day for up to 20 weeks. The daily stipends will assist the participants in offsetting costs incidental to their participation in the Program, including costs such as childcare, transportation, and personal supplies. These monies are solely invested in the participants. However, students must attend class to actually receive a stipend for any particular day. Stipends will be paid every two weeks. See Participant Cost Charts Below

Trade Module	Number of Participants	Completion Bonus / Daily Stipends	Participant Cost
NCCER Core	30	\$300 (5 weeks enrolled, negative drug screen)	\$9,000
Carpentry	30	24 days x \$20	\$14,400
Electrical	30	24 days x \$20	\$14,400
Plumbing	5	20 days x \$20	\$2,000
Auto body	10	\$300 (5 weeks enrolled, negative drug screen)	\$3,000
Auto body	10	80 days x \$20	\$16,000
Total			\$58,800

Bishop State Community College
Budget Narrative for 2019-2020 Fix It Program
Page 4 of 4

Participant Registrations - \$4,200. Participants will be registered for certification with WorkKeys (\$30) as well as I-CAR (\$150) or NCCER (\$50)

Quantity	Item Description	Cost	Supply Cost
10	I-CAR Registration	\$150	\$1,500
30	NCCER Registration	\$50	\$1,500
40	Workkeys NCRC Testing	\$30	\$1,200
Total			\$4,200

Participant Drug Screens - \$2,000. Each participant will be required to pass a DOT 5-Panel drug screen after 5 weeks in the program in order to be eligible for tool and daily stipends. Testing will be administered by Infirmiry Health Systems at a cost of \$50 per participant.

Quantity	Item Description	Cost	Supply Cost
40	5-Panel DOT Drug Screening	\$50	\$2,000
Total			\$2,000

Indirect Costs \$49,424. These are the costs associated with administering the grant on a year-round basis (management, payroll, Accounts Receivable/Payable, Procurement, etc.), as well as allocable facilities fees, such as utilities, security, and other indirect costs.

Bishop State Community College budget projections are based on all participants successfully completing the program and receiving all bonuses and stipends. The Fix It program is confident of success but is aware that all participants might not receive completion bonuses and stipends. BSCC may use its own instructors and staff, as well as instructors from the local Home Builders Association and local body shops for the trade areas. Consequently, the Fix It Program is flexible in negotiating final budget totals. BSCC provides assurance that it will manage all funds granted it in a fiscally responsible manner utilizing its existing financial systems and resources.

Summary. Bishop State is requesting **\$296,663** (an approximately 4% increase over last year's funding). Bishop State will reach 40 participants through its proposed program of Fix It. The majority of the increase is for student stipends, instructor and staff costs, and the added costs to run facilities year-round. Bishop State has demonstrated its ability to attract, retain and train students in the targeted population to obtain valuable industry-recognized credentials that will enable them to compete in a very tight job market. BSCC will continue to track each student through the employment process.



Youth Program Proposal Cover Sheet

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

Bishop State Community College
351 North Broad Street
Mobile, Alabama 36603

Employer Tax ID #:

63-0507477

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

David Felton
Dean of Workforce and Economic Development
251-405-7118

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

The Bishop State Workforce and Economic Development Department, in partnership with the Home Builders Association of Metro Mobile (HBAMM) and Cockrell's Body Shop has developed the "Fix It" multi-craft trades program. The program serves low income youth ages 17 – 24 in Workforce Development Region 7. The Fix It Program is a 5 to 25-week program allowing participants to earn the National Center for Construction Education and Research (NCCER) Level 1 certifications in carpentry, painting, plumbing and electrical. The program also includes an auto-body repair module focused on the Industry Conference on Auto Collision Repair (I-CAR) curriculum. Outcomes will include NCCER certifications in Core, plumbing, carpentry, painting, and electrical. Auto-body repair participants will earn I-CAR certification as an Auto-body Repair Technician. The Bishop State Fix It Program will serve forty (40) students during the second funding period. The services will be offered on Bishop States's Southwest Campus located at 925 Dauphin Island Parkway or its Carver Campus at 414 Stanton Road in Mobile, Alabama. The initial 5-week trades orientation will consist of academic assessments, NCCER Core certification, preparation for the National Career Readiness Certificate (NCRC), and job readiness skills.

Total participants to be served: 40

Total WIOA funds requested: \$ 296,633

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:

Dr. Reginald Sykes
President of Bishop State Community College

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?

The Bishop State Workforce Development Department in partnership with the Home Builders Association of Metro Mobile (HBAMM) and Cockrell's Body Shop will develop the "Fix It" multi-craft construction trades program. The program will serve low income youth age 17-24 in Workforce Development Region 7. The Bishop State Fix It Program will serve forty (40) students during the second funding period. The services will be offered on Bishop State Community College's Southwest Campus located at 925 Dauphin Island Parkway in Mobile, Alabama or its Carver Campus at 414 Stanton Road, Mobile, Alabama. The Fix It Program is a 5 to 25-week program allowing participants to earn the National Center for Construction Education and Research (NCCER) Level 1 certifications in carpentry, masonry, plumbing, and electrical. The Fix It Program will also include an auto-body repair option, which is focused on the Industry Conference on Auto Collision Repair (I-CAR) curriculum for Auto Body Repair Trainees.

The initial 5-week construction trades orientation will consist of an academic assessment done through the Test of Adult Basic Education (TABE), NCCER Core certification training, preparation for the National Career Readiness Certificate (NCRC) through the ACT Workkeys System, job readiness skills, financial literacy training, and drug and alcohol awareness. In addition, the program will address health concerns such as smoking, diabetes and sexually transmitted diseases among youth. Program outcomes for construction trades are NCCER Level 1 certifications in plumbing, carpentry, painting, and/or electrical. Auto-body repair participants will earn I-CAR Certification as an Auto-body Repair Technician. Participants will also earn the NCRC and the GED if needed. Once the participant has successfully completed the 5-week orientation, a drug-screen will be administered. Participants who report negative drug screening results will receive a three hundred-dollar completion bonus. The bonus will be used to aid the students in acquiring the proper personal protection equipment (PPE) for the job sites (i.e. steel-toe boots, electrical gloves and any basics tools). Participants who complete this phase are immediately employable. The second phase of training will continue with the participant choosing one of the career trades. At this time, the business and industry partners will become involved in the training process.

A unique component of the Fix It Program will be that each participant will receive intense case management and career counseling from Fix It Career Coach/Case Manager. In addition, participants will earn a daily stipend of \$20 while receiving on the job training through our business and industry partners. Stipends will be used for supplies, childcare and transportation to support the student's continuous enrollment in the program..

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.

The Bishop State Fix It Program will serve forty (40) students during the second funding period. The program will partner with Bishop State's Adult Education Program for ongoing recruitment. We will also partner with the Bishop State Career and Technical Divisions, as well as the aforementioned Cockrell's Body Shop and HBAMM for the employment of trade-specific participants. Participants will also be referred from local agencies such as the Alabama Department of Human Resources and the Court system. The program will recruit adult education students who score at a 9.0 grade equivalency or higher on the TABE assessment. These students should also demonstrate maturity and a sincere interest in the auto-body or construction fields. The program will also recruit non-traditional participants such as women and individuals with limited English language skills. The Fix It Program will assure it serves the number of youth intended by promoting the program through radio, television, and on social media outlets. The program will also offer the initial trades orientation classes at least two (2) times per year with a maximum of 20 students. Corresponding auto-body and construction trades classes will be offered along with each orientation class ~~except during the first cycle~~. Thus, allowing students to earn NCCER or I-CAR certifications in trade areas within 25-weeks.

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.

The Fix It Program will use TABE Assessments that are administered by the Bishop State Adult Education Program. Participants who are basic skills deficient, without a high school diploma or equivalent will be referred to the adult education department for enrollment. These students may be dually enrolled in the Fix It Program as well as the Adult Education Program.. The Fix It program will assess all students with the TABE including those who may have a high school diploma or equivalent. The TABE Assessment Battery assesses each participant to determine their academic functioning level. The TABE assesses basic reading, mathematics, and language skills. Once the participants functioning level has been identified these participants will be assigned an academic achievement plan based on their deficiencies. Participants will then be post-tested, after 40 hours of instruction, on an alternate form of the TABE Assessment to determine if academic progress has been made. This process is repeated until a learner has reached the highest academic functioning level in all subject areas (Math, Language, and Reading). The timeframe from pre-test to post-test will vary based on individual needs.

The TABE assessment yields objective-mastery information for skills usually learned in Grades 1-12, and provides percentile and scale scores. Grade equivalent scores are also provided for TABE. The assessment provides comprehensive and reliable information to ensure that adult students will be successful in today's society. The tests support the same philosophies found in the best adult education programs - they highlight numerous integrated objectives, feature items that focus on adult life skills, and provide correlations to predict success on the General Educational Development (GED) tests. All academic remediation and instruction will be done in compliance with Alabama State Plan for Adult Education. Bishop State's Adult Education program is authorized by the Alabama Community College System to provide adult education

services.

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?

The Bishop State Fix It program will train and credential individuals to be employable in the high-demand, high-wage automotive collision repair and home building construction industries. The training methods are accomplished through occupational skills training, job shadowing, and on the job training. The skills training will use WIOA funds. Participants who complete the initial trades orientation are employable. However, by continuing in auto-body, carpentry, plumbing, painting, and/or electrical module(s), their employability is significantly increased. Further, the partner companies that are providing job shadowing and on the job opportunities would have first looks at a potential candidate for permanent hire.

The program will also provide in-kind leadership activities that promote positive social and civic behavior. These services will include health awareness from the Mobile County Health Department and the Bishop State Nursing Department, drug and alcohol awareness rendered by the Drug Education Council, and financial literacy provided by Commonwealth National Bank. Additionally, the Fix It Program will provide job readiness and employability skills through the United States Department of Labor's Curriculum, "Skills to Pay the Bills: Mastering Soft Skills for Workplace Success." This is a curriculum developed by the Office of Disability Employment Policy focused on teaching "soft" or workforce readiness skills to youth, including youth with disabilities. The curriculum was created for youth development professionals as an introduction to workplace interpersonal and professional skills, the curriculum is targeted for youth ages 17 to 24 in both in-school and out-of-school environments. The basic structure of the program is comprised of modular, hands-on, engaging activities that focus on six key skill areas: communication, enthusiasm and attitude, teamwork, networking, problem solving and critical thinking, and professionalism.

The Fix It Program will identify whether participants have increased their knowledge by administering tests at the completion of each program module(s) and by instructors' direct observation and certification of skills learned. Participants who successfully earn the GED, NCCER certifications, NCRC credential and ultimately employment will have achieved program goals. The consistent interaction of the Case Manager/Career Coach will assist participants in persisting throughout the program. The Case Manager and Career Coach will interact with each participant on a regular basis. The Program Coordinator will meet regularly with partner companies to determine best practices and challenges with program participants. This communication will be shared immediately with current participants as well as to assist in preparing for future classes. We will provide access referrals to Alta Pointe, Department of Human Resources, local unions and Bishop State's admissions department.

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.

The partnering companies will guarantee all successful candidates an interview. The Fix It Program will strive for 50% employment of the students within six months after they exit the program. Of those needing a high school credential 60% will earn the credential within one year after exiting. The Fix It Program goals exceed the performance standards set by SWAPTE. The program is committed to the employment of participants and insuring each individual has the employability skills to retain this employment. The Fix It program is also focused on assisting youth without a high school credential earn the GED. The participants will also learn occupational skills training through I-CAR and NCCER instruction. The pre/post testing schedule will be based on the parameters set by I-CAR and NCCER for each skill area. The pre/post test schedule for participants seeking the GED will be based on the Alabama Adult Education Assessment policy which states post-test can be given after 40 hours of instruction. Participants who are not successful will require remediation and can be re-cycled to the next class pending they were compliant with program rules and demonstrated no behavior programs

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.

The Fix It Program will be delivered through both classroom instruction and hands-on training based on the objectives and competencies or course maps dictated by NCCER Level 1 for each trade area. Additionally, the auto-body module is taught using the I-CAR curriculum based on course objectives and student learning outcomes. Participants in auto-body collision repair will learn techniques such as partial panel replacements, attachments, metal treatment, paint mixing, and replacement of structural components.

Participants in the Carpentry module will receive instruction and hands-on activities using

NCCER Level 1 Carpentry Certification. Attendees will begin to work on carpentry related activities and continue to job shadow on construction sites with carpentry as the central focus. Students will identify building materials, hand and power tools, floor and wall systems, and drawings and layouts. Students will also learn framing, building envelope systems, and stair layouts.

Participants in the plumbing module will receive training and hands-on activities aimed at earning the NCCER Level 1 in plumbing. In this phase, participants will begin to work on plumbing related activities such as safety, math and drawings, and plastic, copper, and cast-iron pipe fittings. Fixtures, drain, waste, and vent (DWV) and water distribution is taught, as well.

Participants in the electrical module will earn the NCCER Level 1 certification in electrical. In this phase, the emphasis will be placed on basic safety and learning the principles of electricity to include circuits and theory, codes, device boxes, hand bending and fittings. Conductors and cables, drawings, service and test equipment will also be taught. Job shadowing will consist of electrical activities at HBAMM construction sites. Students will identify their professional strengths and weaknesses and work to improve any potential risk factors for employment in the construction industry.

The Career Coach/Case Manager will work directly with partner companies to place students in full-time employment. The Career Coach/Case Manager will also develop relationships with construction employers to hold monthly information sessions for participants enrolled in the Fix It Program. The Career Coach/Case Manager will identify participants who have demonstrated in the training process, a positive attitude, excellent work ethic, and high academic potential. These participants will be interviewed by the participating business and industry partners. The Career Coach/Case Manager will begin to prepare participants for the interview. During this phase, participants will complete a resume demonstrating certifiable skills in one or all areas of auto-body, carpentry, painting, plumbing, and electrical. Participants will be assessed by employers to determine their readiness for full-time employment. The Career Coach/Case Manager will be required to conduct (2) follow-up sessions within a year after program completion. Participant's progress will be measured based on identified goals after intake. Comprehensive counseling and guidance services will be provided to each program participant. Each participant will be required to meet regularly with the Case Manager /Career Coach. Case Manager/Career Coach will identify personal and vocational barriers to the participant's success. ~~Additionally, the counselors will provide group sessions on alcohol and drug awareness, sexually transmitted diseases, and other health issues such as smoking and diabetes. The delivery of services will be in classroom-based group setting. 20 students will enter/exit each quarter.~~

VII) Personnel Who will deliver the program's activities/services?

Discuss the personnel/staff to be committed to the program. 19

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.

~~The Fix It Program's personnel will consist of one (1) Program Coordinator, one (1) Case Manager/Career Coach, one (1) Administrative Assistant/Bookkeeper, and Instructor(s). All Fix~~

It staff must have previous experience working in adult education. The Program Coordinator will oversee the entire program and its daily operations. The Career Coach/Case Manager will meet with each student and address their barriers to employment. The Career Coach/Case Manager will establish and maintain working relationships with industry partners and the attendees. They will also evaluate the readiness of the participants with regard to occupational skill and interpersonal skills. Instructors will teach the basic I-CAR objectives and NCCER level 1 of selected trade module(s). The Administrative Assistant/Bookkeeper will perform clerical duties and meet all reporting and paperwork requirements of SWAPTE. The instructor(s) will be current Bishop State Career/ Tech instructors and/or industry sponsored faculty. All positions will be supported by SWAPTE funding.

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?

The services will be offered on Bishop State Community College's Southwest Campus located at 925 Dauphin Island Parkway in Mobile, Alabama or its Carver Campus at 414 Stanton Road in Mobile, Alabama. Bishop State currently has facilities for all crafts – auto-body, carpentry, painting, electrical and plumbing. Classroom and laboratory facilities will be required for each trade. Thus, allowing for trade-specific theoretical information as well as hands-on practice. Participants will not be required to be transported between sites during a specified module, although locations may differ for each particular module.

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.]

The Fix It program does not duplicate existing services because it focuses specifically on the auto-body and construction trades. Bishop State Community College does not provide sustained award programs in the auto-body or construction trades. The auto-body program is currently under suspension. However, the auto-body and construction trades are also high-demand, high-wage sectors that will provide a sustainable career. This program is unique in that it is supported by home construction industry businesses and local collision repair shops, who need entry level workers. Out-of-school youth are particularly hard to serve but by offering quality training and a daily stipend these participants are encouraged to complete each module. The participants will also have the support of the Career Coach/Case Manager to support completion. There are no other programs in the area to support Out-of-school youth in these trade areas. The Fix It program is poised to meet the demands of the area with regard to the growing collision repair and construction industries.

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.**

Bishop State Community College has been in existence since 1926. In particular, Bishop State has offered career and technical education since 1946 at the Southwest Campus and since 1961 at the Carver Campus. The College is fully accredited by the Southern Association of Colleges and School Commission on Colleges (SACSCOC). All faculty is certified in their respective trades and fully qualified to teach. The Fix It program participants will be trained by professionals. The program is in total alignment with the mission of Bishop State Community College which is to provide high-quality educational opportunities and services that are responsive to the individual and community needs for the citizenry of Mobile and Washington counties at an affordable cost. The College utilizes traditional and distance learning to accomplish its mission. Bishop State has offered several youth programs throughout its existence, included are: The Youth Entrepreneurial Academy, Talent Search, Upward Bound, National Youth Sports Program (NYSP), and Adult Education. The College has also offered numerous ACT Preparation and summer academic enrichment programs for youth.

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?

The Fix It Program will be housed under the Bishop State Division of Workforce and Economic Development and managed by the Dean of Workforce and Economic Development. The Program Coordinator will report to the Dean of Workforce and Economic Development. Recordkeeping is the responsibility of the Administrative Assistant/Bookkeeper. All student information to include programmatic and personal data is kept in the office of Workforce Development. The financial reporting responsibilities belong to the Office of the Dean of Finance, which is a fully staffed accounting organization that includes inventory control, procurement, accounts payable and receivable. The Office of Finance is annually audited by the Alabama Department of Revenue and the Department of Commerce.

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. 20

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

Fix It Program Project Schedule																			
2019 - 2020																			
	7/1	7/8	7/15	7/22	7/29	8/5	8/12	8/19	8/26	9/2	9/9	9/16	9/23	9/30	10/7	10/14	10/21	10/28	11/4
WEEK OF																			
Recruitment/Registration																			
WorkKeys																			
Core-1																			
Carpentry-1																			
Electrical-1																			
Auto body																			
WEEK OF	11/11	11/18	11/25	12/2	12/9	12/16	12/23	12/30	1/6	1/13	1/20	1/27	2/3	2/10	2/17	2/24	3/2	3/9	3/16
Recruitment/Registration																			
WorkKeys																			
Core-2																			
Carpentry-2																			
Electrical-1																			
Auto body																			
WEEK OF	3/23	3/30	4/6	4/13	4/20	4/27	5/4	5/11	5/18	5/25	6/1	6/8	6/15	6/22					
Core																			
Carpentry-2																			
Electrical-2																			
College Holidays																			
New Year's Day				1-Jan															
Dr. Martin Luther King, Jr. Day				20-Jan															
Mardi Gras Holiday				2/24 - 2/25															
Spring Break				10-Apr															
Memorial Day				25-May															
Fourth of July				4-Jul															
Labor Day				2-Sep															
Thanksgiving				11-28 - 11/29															
Christmas				12/23 - 1/3															

**REQUEST FOR Dun & Bradstreet (D&B)
D-U-N-S Number**

When awarding subcontracts to area providers, we are required to obtain the "DUNS Number" for any agreements funded with WIOA funds. The number has to also be registered with Central Contractor Registration on their web site at <http://www.ccr.gov>.

Dun & Bradstreet (D&B) provides a D-U-N-S Number, a unique nine digit number, for each physical location of your business.

D-U-N-S Number assignment is FREE for all businesses required to register with the US Federal government for contracts or grants.

You may request your D-U-N-S Number via the Web. If one does not exist for your business location, it can be created within 1 business day.

You may also request your D-U-N-S Number by phone. U.S. and U.S. Virgin Islands: 1-866-705-5711 and Alaska and Puerto Rico: 1-800-234-3867 (Select Option 2, then Option 1)

If you do not have a DUNS Number for your business location, please go to <http://www.ccr.gov>, which includes a link to D&B in order to secure the number, which will then need to be registered by you as noted above.

Contractor Name / Address:

DUNS Number:

Certification: I hereby certify that the above DUNS Number is for our business location and it has been registered at <http://www.ccr.gov> and will remain current during the term of this award (2 CFR Part 176.50 (c)).

Signature

Title

Name (print)

Date

Certification of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data, submitted, either actually or by specific identification in writing to Southwest Alabama Partnership for Training and Employment in support of the WIOA –Youth Program is accurate, complete and current as of Jan 1st, 2018.

This certification includes the cost or pricing data supporting any advance agreements and forward pricing agreements between the Proposer and Southwest Alabama Partnership for Training and Employment that are part of the proposal.

Name/Title of Authorized Representative

Organization

Signature

Date of execution

Certification Regarding a Drug Free Workplace

Pursuant to the Drug-Free Workplace Act of 1988 the Proposer/Contractor does hereby certify to Southwest Alabama Partnership for Training and Employment that it will or will continue to provide a drug-free workplace by:

- 1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the proposer's/contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- 2) Establishing an ongoing drug-free awareness program to inform employees about--
 - a. The dangers of drug abuse in the workplace;
 - b. The proposer's/contractor's policy on maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- 3) Making it a requirement that each employee to be engaged in the performance of work under its proposal/contract with Southwest Alabama Partnership for Training and Employment be given a copy of the statement required by paragraph 1);
- 4) Notifying the employee in the statement required by paragraph 1) that, as a condition of employment under the proposal/contract, the employee will--
 - a. Abide by the terms of the statement; and
 - b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- 5) Notifying the Southwest Alabama Partnership for Training and Employment in writing, within ten calendar days after receiving notice under paragraph 4 b., above, from an employee or otherwise receiving actual notice of such conviction;
- 6) Taking one of the following actions, within thirty calendar days of receiving notice under paragraph 4 b., above, with respect to any employee who is so convicted--
 - a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with applicable law; or
 - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health law enforcement or other appropriate agency;
- 7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1) through 6), above, at the site(s) for performance of work in connection with the applicable proposal/contract.

Name/Title of Authorized Representative

Organization

Signature

Date

CERTIFICATION REGARDING LOBBYING ACTIVITIES
Certification for Contracts, Grants, Loans and Cooperative Agreements

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and 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, and U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$ 10,000 and not more than \$100,000 for each such failure.

Name/Title of Authorized Representative

Organization

Signature

Date

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective recipient of Federal Assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DOL.

6. The prospective recipient of Federal Assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Non-procurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

End of Instructions