



**THE SOUTHWEST ALABAMA PARTNERSHIP FOR
TRAINING AND EMPLOYMENT**

REQUEST FOR PROPOSALS

FOR A

**CONSULTANT FOR PROGRAM MONITORING OF TRAINING
PROGRAMS FUNDED BY THE WORKFORCE INNOVATION AND
OPPORTUNITY ACT**

Issued by:

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

**Bid Submission Deadline:
October 16, 2023, 4:00 pm**

REQUEST FOR PROPOSAL – MONITORING CONSULTANT

1. GENERAL

Proposal addressed to Laura M. Bethea, V.P. Planning and Contracts for a consultant with expertise in Federal Program Evaluations to provide relevant consulting services to the Southwest Alabama Partnership for Training and Employment (SWAPTE), including development of a program evaluation schedule, monitoring instruments and information collection protocols, evaluation data and analysis files, and evaluation reports will be received at the SWAPTE office located at 515 Springhill Plaza Court, Mobile, AL, 36608, until Monday, October 16, 2023.

Copies of the Request for Proposals documents may be obtained at the SWAPTE office, between the hours of 9:00 a.m. – 3:00 p.m., Monday through Friday on or after September 14, 2023, or on the web site of the agency: www.swapte.org

The Southwest Alabama Partnership for Training and Employment is an equal opportunity employer. Discrimination based on age, race, sex, handicap, or national origin is expressly prohibited.

SWAPTE reserves the right to accept or reject any and all bids based on the best interests of Workforce Development Region. The contact person for this project is Laura M. Bethea, V.P. Planning and Contracts, 251-432-0909 x132, lbethea@swapte.org

2. BACKGROUND

The Southwest Alabama Partnership for Training and Employment (SWAPTE) operates programs focused on providing training to eligible individuals in Southwest Alabama. These programs are required to comply with a variety of policies and regulations promulgated by the Department of Labor, the Alabama Department of commerce and by SWAPTE. To support compliance with these directives, SWAPTE performs program monitoring to verify that appropriate and accurate documentation is created and maintained by organizations and agencies that receive funding from SWAPTE. This funding is Workforce Innovation and Opportunity Act (WIOA) funds. The programs funded through WIOA funds are Individual Training Accounts (ITA), On-the-Job Training (OJT), Youth Work Experiences, Youth Training Providers who are under contract, and other vendors as appropriated are monitored on an annual schedule with a report issued for each program that reflects the compliance status of the training provider.

SWAPTE administers programs that serve nine counties in Southwest Alabama: Baldwin, Choctaw, Clarke, Conecuh, Escambia, Mobile, Monroe, Washington and Wilcox. Respondents to this request package must be able to provide service to the entire area.

Information about Southwest Alabama Partnership for Training and Employment can be reviewed at www.swapte.org.

3. PURPOSE

The purpose of this Request for Proposal (RFP) is to solicit submission of proposals from individuals and/or firms with expertise in Federal Program Evaluations to provide relevant consulting services to SWAPTE.

The Consultant will:

1. Participate in local and state training activities, as needed, to establish a knowledge base sufficient to assure that the monitoring activities planned and implemented will provide appropriate detail on information specific to the current policies and procedures that govern programs funded by the Workforce Innovation and Opportunity Act (WIOA).
2. Follow the monitoring plan (Attachment A) and develop a schedule that will reflect anticipated actions that will be taken to effectively schedule, monitor, document, and report on activities, training providers and other vendors as appropriate.
3. Schedule quarterly meetings with SWAPTE staff to provide updates and reports on the monitoring process and on any specific concerns identified while reviewing provider records or documents.

The key deliverables expected under this award include:

1. Explanation on how the monitoring plan will be implemented.
2. Documentation of scheduled visits, monitoring visit summary, and outcome reports for each monitoring site visited.
3. Scheduled quarterly meetings with SWAPTE staff to provide a report and review monitoring activities.
4. Availability to attend meetings as required.

The Consultant will be engaged as an independent contractor through a contract and follow the General Provisions Assurances and Certifications. (Attachment B) The expected term of the contract assignment is July 1 through June 30 of each year. SWAPTE has the right to extend the contract for an additional year, which allows for a two-year contract.

4. RFP TERMS AND CONDITIONS

1. For purposes of this document, the party to whom this RFP is addressed shall be referred to as "Bidder" and any materials submitted in response to this RFP shall be referred to as a "Proposal".

2. SWAPTE is not liable for any costs or expenses incurred by a Bidder or any other person or entity in the preparation of their Proposal.
3. SWAPTE reserves the right to reject any and all Proposals received from Bidders as a result of this RFP, as in the best interests of the Southwest Alabama Partnership for Training and Employment. In determining which Proposal is best, SWAPTE will take into consideration the bid price and the experience, qualifications, references, responsibility and current availability of the Bidder to perform the Services. SWAPTE reserves the right to cancel the award of the contract at any time prior to the execution of the Contract without liability on the part of the agency.
4. This RFP may be sent as a courtesy to known interested individuals and firms. The receipt of this RFP from SWAPTE in no way implies that the recipient is a qualified bidder.
5. Any Proposal submitted to SWAPTE is not confidential. All materials submitted become the property of SWAPTE.
6. The Bidder to whom the Contract is awarded must execute a Contract substantially and follow the General Provisions Assurances and Certifications that are attached within ten (10) business days after the award and submit all other documents as required by the Contract. Failure to execute the Contract will be just cause for annulment of the Award. In the event the Contract is annulled, SWAPTE may award the contract to the second identified responsible bidder, and such bidder shall fulfill every stipulation embraced herein, as if he were the original party to whom the award was made, or SWAPTE may reject all of the bids, as its interest may require.
7. From the issue date of this RFP until a determination is made regarding the qualification of Bidders, all contacts concerning this RFP must be made through Laura M. Bethea at lbethea@swapte.org. All questions about the meanings or intent, discrepancies or omissions of the RFP shall be submitted in writing to Laura M. Bethea. Replies to these inquiries shall be made in writing. The written responses become part of the RFP and will be provided to each Bidder who has received a Bid Package.
8. After execution of the Contract, the Contractor should be prepared to initiate work within five (5) business days or as agreed upon by SWAPTE.

Documents to be submitted with bid include:

1. Proposal including budget/cost – this may be expressed as an hourly rate assuming information is included regarding an estimate of the time required to provide monitoring services.
2. Information Regarding Bidder – Resume to include license or credentialing information, References from at least three (3) recent customers.
3. Certifications

5. QUALIFICATIONS

The Consultant will have extensive experience and demonstrate abilities in most aspects of, community-based program evaluation and monitoring strategies and principles. The Consultant must clearly demonstrate the following in the Proposal:

- Minimum of 5 years' experience working with and/or providing program evaluation services to federally funded programs;
- Demonstrated experience in development and implementation of the monitoring plan that reflects achieving scheduled goals and results in a timely manner;
- A demonstrated record of working collaboratively and effectively with clients.

6. BIDDER'S PROPOSAL

Required Materials:

The Bidder must include the following information in the Proposal:

1. Proposed budget/cost for undertaking all the services to include travel expenses.
2. Resume or corporate profile clearly reflecting key qualifications and experience.
3. Any other terms and/or conditions required or preferred by the Bidder for the consulting arrangement to be feasible and/or desired.
4. Acknowledgement that the Bidder shall purchase and maintain during the entire term of the consulting arrangement commercial general liability insurance, professional errors and omissions insurance, and workers' compensation (if applicable), in such amounts as are reasonably required by law.
5. List of at least three (3) professional references who can provide feedback on services undertaken by the Bidder within the last three (3) years.

Format:

1. The format shall not exceed more than 10 pages, excluding budget, attachments, and documents required to be submitted by SWAPTE (certifications, etc.).
2. The Proposal should be organized in the order in which the requirements are presented throughout Section 5 in this RFP and should clearly indicate the specific sub-section of this RFP that is being addressed.
3. The Proposal shall include all the required information indicated herein. Failure to submit all required information may result in a request for prompt submission of missing information, giving a lowered evaluation of the Proposal, or rejection of the Proposal.

Bidders Questions:

Bidders may submit questions about this RFP via e-mail to the contact below. All questions should be submitted prior to Friday, October 6, 2023. Questions and responses will be posted on the SWAPTE website.

Delivery Requirements:

Four (4) printed and one (1) electronic copy of the Proposal shall be submitted to Laura M. Bethea no later than Monday, October 16, 2023, by 4:00 pm, at the following addresses:

Electronic: lbethea@swapte.org
Printed: SWAPTE
Attn: Laura M. Bethea, V.P. Planning and Grants
515 Springhill Plaza Court
Mobile, AL 36608

Attachments:

- A: 2023-2024 Monitoring Plan
- B: WIOA General Provisions which will be included in the final contract
- C: Certifications – sign and return with your proposal package



**2023-2024
PROGRAM MONITORING
PLAN**

Programs to be monitored:

- Individual Training Accounts (ITAs)
- On-the-Job Training (OJT)
- Youth Programs
- Report be submitted after each program is monitored

Individual Training Accounts:

- Make initial contact with SWAPTE to discuss dates and times for program review
 - ❖ Discuss:
 - Sites that will be visited
 - Any documents that will be needed
 - Preliminary review schedule which will be confirmed after contact has been made with all staff, providers and participants involved
- Send out interview forms for staff to complete before start of monitoring
 - Interview staff on program procedures, issues/concerns with training providers
 - Interview at a minimum 3 Training Providers throughout the Region
 - Interview at a minimum 3 Participants per Career Center
- Request from SWAPTE a report of all enrollments for the period in which is being monitored
- 25% of files for all enrollments for the monitoring period should be reviewed in AlabamaWorks!
 - Eligibility documents are reviewed for accuracy (ex. SSN matches what has been keyed into AW!, signatures are verified, documents are legible, age is correct, funding stream is correct, etc.)
 - Documentation is linked correctly
 - Both Wagner Peyser and WIOA enrollments are open
 - WIOA Services are entered properly
 - IEP is fully completed and signed
 - Vouchers are properly entered
 - Correct cost allocations are being requested
 - Program notes are entered timely and are understandable
 - Grades are recorded properly
 - Measurable Skill Gains (MSG) are recorded
 - Outcomes / Credentials are recorded
 - Job Placement Information is recorded
 - Follow up Information is entered
 - Training related information is entered
- Confirm that clients being placed in training are completing and receiving training related employment
- Exit conference
 - Discuss any missing information or issues with provider to see if they can be resolved before submitting the final monitoring report
 - If resolved the issues will be noted as an observation in the final report
 - If not resolved the issues will be noted as a finding in the final report
 - Meet with SWAPTE staff to discuss issues/concerns before final report
- Report will be submitted to SWAPTE
 - Report will cover any findings / issues / observations

On-the-Job Training:

- Make initial contact with SWAPTE to discuss dates and times for program review
 - ❖ Discuss:
 - Sites that will be visited
 - Any documents that will be needed
 - Preliminary review schedule which will be confirmed after contact has been made with all staff, providers and participants involved
- Send out interview forms for staff to complete before start of monitoring
 - Interview staff on program procedures, issues/concerns with employers
 - Interview at a minimum 3 Employers per Career Center
 - Observe to assure business is reputable
 - Verify payroll payment process
 - Interview at a minimum 3 Participants per Career Center
- Request from SWAPTE a report of all enrollments for the period in which is being monitored
- 25% of files for all enrollments for the monitoring period should be reviewed in AlabamaWorks!
 - Eligibility documents are reviewed for accuracy (ex. SSN matches what has been keyed into AWI, signatures are verified, documents are legible, age is correct, funding stream is correct, etc.)
 - Documentation is linked correctly
 - Both Wagner Peyser and WIOA enrollments are open
 - WIOA Services are entered properly
 - IEP is fully completed and signed
 - Contracts are complete and properly entered
 - Program notes are entered timely and are understandable
 - Mid and Final Evaluations are being completed and recorded
 - Job Placement Information is recorded
 - Follow up Information is entered
- Employers are retaining participants after contract is complete
- Employer files are being maintained and contain required information
- Observe to assure participants are being supervised while training
- Time sheets are being turned in timely
- Invoices are being turned in timely, recorded correctly and paid timely
- Exit conference
 - Discuss any missing information or issues with provider to see if they can be resolved before submitting the final monitoring report
 - If resolved the issues will be noted as an observation in the final report
 - If not resolved the issues will be noted as a finding in the final report
 - Meet with SWAPTE staff to discuss issues/concerns before final report
- Report will be submitted to SWAPTE
 - Report will cover any findings / issues / observations

Youth Programs:

- Make initial contact with SWAPTE to discuss dates and times for program review
 - ❖ Discuss:
 - Sites that will be visited
 - Any documents that will be needed
 - Preliminary review schedule which will be confirmed after contact has been made with all staff, providers and participants involved
- Send out interview forms for staff to complete before start of monitoring
 - Interview staff on program procedures, issues/concerns with training providers
 - Interview at a minimum 3 Youth Providers in the Region
 - Verify that Provider is following the guidelines set forth in their contract to include: Program Narrative and Program Budget
 - Interview at a minimum 3 Participants per Youth Provider in Region
- Request from SWAPTE a report of all enrollments for the period in which is being monitored
- 25% of files for all enrollments for the monitoring period should be reviewed in AlabamaWorks!
 - Eligibility documents are reviewed for accuracy (ex. SSN matches what has been keyed into AW!, signatures are verified, documents are legible, age is correct, funding stream is correct, etc.)
 - Documentation is linked correctly
 - Both Wagner Peyser and WIOA enrollments are open
 - WIOA Services are entered properly
 - Program notes are entered timely and are understandable
 - Measurable Skill Gains (MSG) are recorded
 - Outcomes / Credentials are recorded
 - Job Placement Information is recorded
 - Follow up Information is entered
- Youth Provider files are correct and up to date
- Youth Provider is keeping the ISS/IEP up to date
 - ISS/IEP is uploaded in AW! once the participant has completed the program
- Youth Provider is providing in person services to youth as per contract
- Youth Provider submitting invoices timely
- Enrollments versus Cost is efficient
- Exit conference
 - Discuss any missing information or issues with provider to see if they can be resolved before submitting the final monitoring report
 - If resolved the issues will be noted as an observation in the final report
 - If not resolved the issues will be noted as a finding in the final report
 - Meet with SWAPTE staff to discuss issues/concerns before final report
- Report will be submitted to SWAPTE
 - Report will cover any findings / issues / observations

**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 its governing body has, via a resolution, motion or similar official action, duly authorized its Signatory Official to bind the Contractor to the terms of this agreement and any subsequent changes thereto.

#5 Definitions

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

#6 **Independent Contractor**

Its entry to this agreement and performance of the work authorized hereunder does not change the independent status of the Contractor. No provision herein, or act of 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 WIOA 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 nine (9) years from the date of SWAPTE'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 nine-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 B of this agreement.

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 WIOA 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.

#48 **Nepotism**

No individual may be placed in a WIOA employment activity if a member of that person's immediate family is directly supervised by or directly supervises that individual.

To the extent that an applicable State or local legal requirement regarding nepotism is more restrictive

than this provision, such State or local requirement must be followed.

It is the policy of SWAPTE that any person involved in the provision of WIOA services who is also an immediate family member of a WIOA participant, they shall not be the immediate supervisor for, or in the chain of command of, or participate in the hiring evaluation, reassignment, promotion, or discipline of the WIOA participant within employment activity/program. Nor shall the WIOA participant provide any of the above-mentioned actions for an immediate family member while in a WIOA employment activity/program.

Immediate family is hereby defined to include parents, sibling(s) (sister or brother), grandparents, spouse (wife or husband), mother-in-law, father-in-law, children, daughter-in-law, son-in-law, and grandchildren.

Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' Responsibilities. The regulations were published as Part VII of the 26 May 1988 Federal Register (pages 19160 -- 19211).

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

- (1) The prospective recipient of Federal Assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal Assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name/Title of Authorized Representative

Organization

Signature

Date

Instructions for Certification
Items One (1) through Nine (9)

1. By signing and submitting this proposal, the prospective recipient of Federal Assistance funds is providing the certification as set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal Assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.

3. The prospective recipient of Federal Assistance funds shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective recipient of Federal Assistance funds learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "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

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

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