

# REQUEST FOR PROPOSALS (RFP)



Deadline Extended to Friday, February 19, 2021

**For the Selection of Program Operator to Provide  
Workforce Innovation and Opportunity Act Funded**

**ONE-STOP OPERATOR SERVICES AND  
ADULT, DISLOCATED WORKER, & YOUTH CAREER  
SERVICES**

FOR PROGRAM YEARS 2021– 2024

The Southwest Alabama Partnership for Training and  
Employment 515 Springhill Plaza Court  
Mobile, AL 36608  
(251) 432-0909

[cnelms@swapte.org](mailto:cnelms@swapte.org)

Release Date:  
January 8<sup>th</sup>, 2021

Deadline for Submission:

February 19<sup>th</sup>, 2021

4:00 p.m. CST

*Late submissions will not be accepted.*

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## ATTACHMENTS

- A. Proposing Agency Qualifications Form
- B. Proposal Budget Synopsis & Narrative Forms
- C. Assurances and Certifications
- D. Minimum Threshold Certification
- E. Local Area Map & Career Center Listing
- F. Career Center Performance Measures

## SOLICITATION SCHEDULE

| Action                           | Date      | Time Line<br>(days) |
|----------------------------------|-----------|---------------------|
| Release of RFP                   | 1/8/2021  | 0                   |
| Last day to Submit RFP Questions | 1/29/2021 | 21                  |
| Proposals due at 4:30 p.m. CST   | 2/15/2021 | 38                  |
| Program Implementation           | 7/01/2021 | 135                 |

## I. Introduction

The Southwest Alabama Partnership for Training and Employment (SWAPTE)(WDD) is soliciting proposals through this **Request for Proposals** for 1) an entity to be the one-stop operator for the six Alabama Career Centers and 2) provider of Adult, Dislocated Worker, and Youth Career Services within the Southwest Alabama Partnership for Training and Employment Area. The Workforce Innovation and Opportunity Act (WIOA) was signed into law on July 22, 2014 and supersedes the Workforce Investment Act (WIA). It promotes program coordination and alignment of key employment, education, and training programs at the Federal, State, regional, and local level. WIOA was designed to provide workforce development activities to increase employment, retention and earnings, and the attainment of recognized postsecondary credentials. Through these activities, the quality of the workforce will improve, economic self-sufficiency will increase, and workers will meet the skill requirements of employers and enhance the productivity and competitiveness of our nation.

The Workforce Innovation and Opportunity Act (WIOA, or "the Act") provides funds to serve adults, dislocated workers, and youth who are unemployed, underemployed, or in need of training.

In keeping with this purpose, the Southwest Alabama Partnership for Training and Employment's (SWAPTE) primary objective is to assist all eligible citizens in achieving employment success through a variety of services provided by WIOA funds.

|                                   |  |
|-----------------------------------|--|
| <b>Target Population:</b>         | Adults, Dislocated Workers, and Youth ages 16 and over   |
| <b>Geographic Area:</b>           | The nine counties within the SWAPTE Local Workforce Development Area, Baldwin, Choctaw, Clarke, Conecuh, Escambia, Mobile, Monroe, Washington, and Wilcox.   |
| <b>Start Date:</b>                | July 1, 2021   |
| <b>Initial Contract End Date:</b> | June 30, 2024  |
| <b>Type of Contract:</b>          | Cost-Reimbursement Contract with State Agencies  |
| <b>Option to Extend:</b>          | The SWAPTE Workforce Development Board may extend the contract for an additional 3 years, in increments of one year, depending on program performance, availability of funds, and if it is determined to be in the best interest of the Southwest Alabama Partnership for Training and Employment. |

- A. The purpose of this solicitation is to select an organization to be the operator for the One-Stop Career Center system in six locations and deliver WIOA career services to Adults, Dislocated Workers, and Youth in eight of the nine counties that make up the Southwest Alabama Partnership for Training and Employment. **The chief role of the One-Stop Operator is to coordinate the service delivery of required one-stop partners and service providers.** It is the intention of the Southwest Alabama Partnership for Training and Employment (SWAPTE) to award a subgrant to the responsive proposer, which best meets all the requirements and qualifications as outlined in the Program Descriptions (Section V) beginning on page 9 of this RFP. WIOA Adult, Dislocated Worker, and Youth Career Center Services are currently provided by the Alabama Department of Labor staff through a subgrant with the Alabama Department of Labor.

The funds available for services solicited by this RFP are appropriated under Title I of the Workforce Innovation and Opportunity Act. It is anticipated that the contract awarded through this RFP will be a cost-reimbursement contract with a state agency as required by the WIOA. For-profit businesses responding to the RFP are allowed a "reasonable" profit that will be separately negotiated as required by federal guidelines.

Eligible respondents may include:

- For-profit organizations;
- Non-profit organizations;
- Faith-based organizations;
- Community-based organizations;
- Public agencies; or,
- A collaboration between these organizations.

The Southwest Alabama Partnership for Training and Employment encourages the participation of respondents who are certified as small businesses, minority-owned firms, and women's business enterprises whenever possible. SWAPTE is committed to Equal Opportunity in its contracting process.

A consortium, joint venture, or collaboration of organizations with complementary skills and experience is permitted to respond to this RFP; however, the proposal must clearly demonstrate that all contractual responsibility rests with one legal entity serving as the agent of record. The agent of record is responsible for required documentation.

Organizations that have not previously been awarded a WIOA or WIA contract, but have managed other Federal, State, or local funds to deliver a similar program design are encouraged to apply.

This RFP contains the requirements that respondents must meet in order to submit a responsive proposal.

Successful respondents will serve as sub-recipients of WIOA funds administered by the United States Department of Labor (USDOL), the Alabama Department of Commerce, Workforce Development Division, and the Southwest Alabama Partnership for Training and Employment.

B. The solicitation schedule is:

| Action                           | Date      | Timeline (days) |
|----------------------------------|-----------|-----------------|
| Release of RFP                   | 1/8/2021  | 0               |
| Last day to Submit RFP Questions | 1/29/2021 | 21              |
| Proposals due at 4:30 p.m. CST   | 2/15/2021 | 38              |
| Program Implementation           | 7/01/2021 | 135             |

C. RFP Questions

With the advances in technology, a traditional offerors' conference will not be conducted with this RFP. Instead, those with questions (after you completely review the RFP) may submit those questions via e-mail to [cnelms@swapte.org](mailto:cnelms@swapte.org) no later than 4:30 p.m. CST on 1/29/2021. All questions received by this day will be reviewed and responses posted on the SWAPTE website ([SWAPTE.org](http://SWAPTE.org)). No further questions will be acknowledged beyond the above date, and no one else is authorized to respond to any verbal or written questions.

**NOTE: It is the respondent's responsibility to check the website regularly for updated information and written responses to all questions submitted before the deadline.**

**No other sources of responses or clarification are considered valid.**

D. Ex-Parte Communication

The Southwest Alabama Partnership for Training and Employment (SWAPTE) prohibits ex-parte communication or lobbying of any kind with any board member, staff, or other persons serving as an evaluator during the procurement process. Respondents that directly contact board members, staff, or evaluators risk elimination of their proposals from further consideration.

E. Right to Cancel

The Southwest Alabama Partnership for Training and Employment (SWAPTE) reserves the right to delay, amend, reissue, or cancel, all of this RFP at any time without prior notice. SWAPTE also reserves the right to modify the RFP process and timeline as deemed necessary.

This RFP does not commit SWAPTE to accept any proposal, nor is SWAPTE responsible for any costs incurred by respondents in the preparation of responses to this RFP. SWAPTE reserves the right to reject any or all proposals, to accept or reject any or all items in the proposal, and to award the contract in whole or in part as is deemed to be in the best interest of the Southwest Alabama Partnership for Training and Employment Local Board. The Southwest Alabama Partnership for Training and Employment (SWAPTE) reserves the right to negotiate with any respondent after proposals are reviewed, if such action is deemed to be in the best interest of SWAPTE.

F. Termination due to Non-Availability of Funds

When funds are not appropriated or otherwise made available to support the continuation of this RFP or any contract(s) therein, they shall be canceled as of the effective date set forth in the termination notice. The contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred, but not yet recovered under this contract. All funding is contingent on the receipt of WIOA funds from the United States Department of Labor, Employment and Training Administration.

G. General Instructions for Proposal Submission

1. Respondents are required to submit their proposal in a format that is easy to read and understand. The respondent must avoid repetitious material. Each proposal should clearly demonstrate the respondent's ability to effectively manage and operate a program under WIOA and provide the services requested. State law requires that proposals be received by the Southwest Alabama Partnership for Training and Employment (SWAPTE) no later than the date and time specified in this RFP. Proposers should allow sufficient delivery time to ensure their proposals are received at the Southwest Alabama Partnership for Training and Employment (SWAPTE) by the specified time and date. SWAPTE is not responsible for any late deliveries by any carrier. Postmarks will not be considered. Proposals received after the specified time and date or submitted via email or facsimile will be disqualified as non-responsive to this request for proposals.

**All proposals must be delivered on or before:**

|           |  |
|-----------|--|
| Date:     | 2/15/2021  |
| Time:     | 4:30 p.m. CST  |
| Location: | The Southwest Alabama Partnership for<br>Training and Employment<br>515 Springhill Plaza Court<br>Mobile, AL 36608<br>Telephone (251) 432-0909 |

2. Proposal Content:

- Transmittal Document (Attachment A)
- Proposal Summary Form
- Table of Contents
- Demonstrated Ability and Past Performance
- Program Narrative
- Fiscal Narratives & Budgets (Include Attachments B, C, C1, and C2)
- Organization Description
- Qualifications and References
- Program Operations
- Other Funding Sources
- Minimum Threshold Certification & Assurances (Attachment D)
- Local Area Map & Current Career Center Listing (Attachment E)

3. Proposal Format Requirements

|         |   |
|---------|---|
| Font    | 11 Point – Times New Roman  |
| Pages   | Single-Sided  |
| Margins | One (1) Inch - this applies to <b><u>ALL</u></b> margins                                  |
| Spacing | Double-Spaced   |
| Header  | The name of the organization submitting the proposal<br>and the page number on each page. |

4. Proposers should use the forms included in this Request for Proposals. If a proposer opts to create and complete forms using their own computer software, the resulting forms must be identical to those included in this RFP.

5. **Proposers should submit one (1) original and five (5) copies of each proposal.** The original proposal should bear a signature in blue ink from an officer of the proposer entity that is authorized to bind the proposer. The original proposal should be stamped or otherwise annotated. Proposals should be compiled as a single volume and then stapled, or spring clipped in its upper left corner. The proposal package must also include the proposal data on a **USB drive**.

## H. Period of Performance and Contract Instrument

The Southwest Alabama Partnership for Training and Employment (SWAPTE) is competitively procuring a provider of WIOA mandated services for both serving as the One-Stop Program operator at all Career Center locations and providing WIOA Title I Career Center Services to Adults, Dislocated Workers, and Youth in the counties outside of Mobile. The local area is made up of nine counties: Baldwin, Choctaw, Clarke, Conecuh, Mobile, Monroe, Washington, and Wilcox. The initial period of performance for a service provider contract resulting from this solicitation is anticipated to begin on July 1, 2021, and end June 30, 2024. If an entity receives funding for Program Year 2021 through this procurement and meets contract obligations satisfactorily, the Southwest Alabama Partnership for Training and Employment (SWAPTE) reserves the right to extend the contract annually, for up to an additional three (3) years, as needed.

Contracts written with the Southwest Alabama Partnership for Training and Employment conform to the requirements of Federal Acquisition Regulations and have the following general characteristics:

1. SWAPTE will reimburse the contractor the lesser of:
  - a. The actual costs of operating the approved program, in accordance with the contract statement of work and budget; or
  - b. The obligated amount of the contract.
2. Reimbursements will be made on the basis of monthly accrued expenditure reports provided by the contractor.
3. All reported WIOA expenditures and program income, including any profits earned, must be on the accrual basis of accounting and cumulative by program year funding allocation.
4. Contracted funds must be tracked by the appropriate cost categories for WIOA contracts.
5. Contracted funds will be subject to detailed financial and compliance audits conducted by the Southwest Alabama Partnership for Training and Employment (SWAPTE) or its authorized representatives, the Examiner of Public Accounts, independent audit firms, as well as the U.S. Department of Labor, Employment and Training Administration.
6. In general, funds and activities are subject to the restrictions contained in and referred to by the contract boilerplate.
7. Contracts must consist of the contract boilerplate, signature page, statement of work, and the program budget.

## II. Conditions of Solicitation

The release of this Request for Proposals (RFP) does not constitute an acceptance of any offer, nor does it in any way obligate the Southwest Alabama Partnership for Training and Employment (SWAPTE) nor the Local Workforce Development Area to award or execute a contract with any offeror. SWAPTE reserves the right to accept, reject, or negotiate any or all offers based on the criteria contained in this document and the best needs for the local area. The final decision to award and execute contracts with any offeror rests solely with the Southwest Alabama Partnership for Training and Employment Local Workforce Development Board.

Before preparing proposals, offerors should note that:

- i. The Southwest Alabama Partnership for Training and Employment (SWAPTE) *will not be liable* for any costs associated with the preparation of proposals or negotiation of contracts, incurred by any offeror.
- ii. All proposals in their entirety will become the property of the Southwest Alabama Partnership for Training and Employment (SWAPTE) upon submission.
- iii. The award of a contract for any proposed service(s) is contingent upon:
  1. Favorable evaluation of the proposal;
  2. Approval of the proposal by the Alabama Department of Commerce, Workforce Development Division.
  3. Approval by the Southwest Alabama Partnership for Training and Employment Local Workforce Development Board; and

4. Successful negotiation of any changes to the proposal required by the Southwest Alabama Partnership for Training and Employment.
- iv. Provision of services specified in this RFP requires substantive knowledge and understanding of:
    1. The Workforce Innovation and Opportunity Act, and the implementing regulations;
    2. State policies, procedures, directives, and the *Uniform* Guidance.
- A. The Act, its implementing regulations, and other documents and information of interest may be found on the website <http://www.doleta.gov/wioa/>.  
  
The local policies and procedures for the Workforce Innovation and Opportunity Act (WIOA) are available at <http://www.madeinalabama.com/divisions/workforce-development/governors-workforce-innovation-directive/>
  - B. The Southwest Alabama Partnership for Training and Employment (SWAPTE) reserves the right to negotiate the final terms of all contracts with successful offerors. Items that may be negotiated include, but are not limited to, type and scope of services and activities, costs, production schedules, target groups, geographic goals, and service levels.
  - C. The Southwest Alabama Partnership for Training and Employment (SWAPTE) reserves the right to accept any proposal *as submitted* for contract award, without substantive negotiation of offered terms, services, or costs. Therefore, offerors are advised to initially propose their most favorable terms. This does not preclude the local workforce board from requiring further negotiations if deemed necessary.
  - D. Contractors will be required to assume full responsibility for all specified services and **may subcontract only with expressed prior written approval of the** Southwest Alabama Partnership for Training and Employment.
  - E. In submitting a proposal, the offeror certifies it is a legally constituted organization, and that in connection with this proposal:
    - i. Costs have been determined independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such costs with any other offeror or with any competition;
    - ii. Unless otherwise required by law, the costs that have been quoted in the proposal have not been knowingly disclosed by the offeror, and will not knowingly be disclosed by the offeror, prior to award directly or indirectly to any other offeror or to any competition; and,
    - iii. No attempt has been made by the offeror to induce any other person or firm to submit or not submit a proposal for the purpose of restricting competition.
  - F. Person(s) signing the proposal certify that person(s) in the offeror's organization, who are legally responsible within that organization for the decision as to the price being offered in the proposal have not participated, and will not participate, in any action contrary to II.F.1., 2., or 3. above.
  - G. Proposals will be received and will be exempt from disclosure until the evaluation and selection process has been completed. If a proposal contains any information that the offeror considers proprietary and does not want disclosed to the public or used for any purpose other than evaluation of the offer, all such information must be indicated with the following statement:

"The information contained on pages \_\_\_\_, \_\_\_\_, \_\_\_\_, shall not be duplicated, used in whole or part for any purpose other than to evaluate the proposal, provided that if a contract is awarded to this office as a result of or in connection with the submission of such information, the Southwest Alabama Partnership for Training and Employment (SWAPTE) has the right to duplicate, use, or disclose this information to the extent provided in the contract. This restriction does not limit the agency's right to use the information contained therein if obtained from another source."



- H. Each page of the proposal that is considered proprietary should be marked "proprietary" at the top margin.

### III. Minimum Requirements

To be considered, a proposal must meet all of the Minimum Threshold Requirements described below. Proposals failing to meet any Minimum Threshold Requirement will be rejected.

Requirements to Qualify the Proposing Entity as an Eligible Service Provider are:

- A. The proposing entity must be qualified to do business in the State of Alabama. The Southwest Alabama Partnership for Training and Employment (SWAPTE) prefers that service providers be incorporated; however, a service provider may be a sole proprietorship, a commission, a state agency, or another type of organization when in the best interest of the project proposed.
- B. The proposing entity or its principals:
- i. May not be debarred, suspended, declared ineligible, or voluntarily excluded from participation in procurement or non-procurement transactions by any federal department or agency;
  - ii. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for a commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
  - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with the commission of any of the offenses enumerated in paragraph B. above;
  - iv. Have not within a three-year period preceding this proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- C. The entity must have an established financial management system in place to ensure effective control and accountability of subgrant funds and other assets to include accurate, prompt reporting of expenditures. Fiscal Agent staff may visit on-site to determine compliance with this requirement for all new proposers.
- D. The entity shall not have any unresolved audit findings. To alleviate the question as to whether the proposing entity has any unresolved audit findings, **the proposing entity must include as part of the proposal package the most recently completed audit.** An examination letter from the proposer's certified public accountant of a review of the proposer's financial status will not suffice for this requirement. **If the proposing entity is a newly created entity, the proposal package must include current** (dated within two months of the proposal submission date) **financial statements and a business plan as a substitution for the requirement of a final audit.** State agencies responding to this RFP are exempt from the provision of providing a copy of their audits as most of the state agencies have audits conducted by the Examiner of Public Accounts. **However, state agencies need to include a letter from their Chief Financial Officer stating that the agency has no outstanding audit findings.**
- E. The entity or its principals shall not be convicted of any crime which indicates the entity's mismanagement or fraudulent use of funds or the entity's insolvency.

- F. The entity must have or must agree to establish the following:
- i. Regular audit of all accounts;
  - ii. Separate accounting records for Workforce Innovation and Opportunity Act funds;
  - iii. A fidelity bond with a coverage minimum of \$100,000 *or* the highest amount of funds to be received during the subgrant period (Bond must be executed prior to the granting of a subcontract with the proposing agency);
  - iv. Personnel policies;
  - v. Grievance procedures for staff and participants;
  - vi. Payroll procedures and timesheets for staff and participants;
  - vii. WIOA property inventory system; and
  - viii. Travel policies.

#### IV. Overview

A. Workforce Innovation and Opportunity Act

On July 22, 2014, President Barack Obama signed the Workforce Innovation and Opportunity Act (WIOA). WIOA is designed to improve and streamline access to Federally funded employment, education, training, and support services. Congress passed the WIOA by a wide bipartisan majority and it is the first legislative reform in 15 years of the public workforce system.

Every year the key programs forming the pillars of WIOA help tens of millions of job seekers and workers to connect to good jobs and acquire the skills and credentials needed to obtain them. The enactment of WIOA provides an opportunity for reforms to ensure that the Alabama Career Center System career services are job-driven, responding to the needs of employers and preparing youth, adults, and dislocated workers for jobs that are available now and in the future.

WIOA supersedes the Workforce Investment Act (WIA) and amends the Adult Education and Family Literacy Act, the Wagner-Peyser Act, and the Rehabilitation Act of 1973. WIOA took effect on July 1, 2015. The first few years under WIOA will be a period of transition with local, State, and Federal rules, policies, and procedures being discussed and finalized. Successful respondents to this RFP must be flexible and willing to respond to these new directions.

For more information on WIOA please visit <http://www.doleta.gov/wioa/>.

B. Roles and Responsibilities of the Alabama Department of Commerce, Workforce Development Division

- Oversee and evaluate the management and operations of all programs funded by the Alabama Department of Commerce, Workforce Development Division;
- Allocate and award funds;
- Monitor service providers' performance, quality of service, cost-effectiveness, and report on performance to the State Workforce Board;
- Develop and provide technical assistance to service provider staff including providing standardized forms;
- Inform service providers of Federal and state policies, procedures, and rules that may impact the operations of the program(s), and give assistance as needed to implement them accordingly;
- Maintain the Statewide Management Information System (MIS);
- Ensure compliance with all rules, regulations, and procedures issued by all funding sources; and
- Process payments for contracted service providers.
- Administer the Governor's Set Aside 15 Percent Funds and Programs
- Reporting to the U.S. Department of Labor, Employment and Training Administration as required for all Federally funded programs.
- Maintain the Eligible Training Provider List as required by the WIOA

C. Alabama Career Centers

The organization awarded the One-Stop Program Operator and Career Services contracts must operate the Alabama Career Centers in conformance with the “Alabama Career Center System Guide to Customer Services”. An electronic copy of these Guidelines is available upon request via email to [cnelms@swapte.org](mailto:cnelms@swapte.org) NOTE: All of the Alabama Career Center leases are managed by the Alabama Department of Labor. A listing of the current Alabama Career Centers in the Southwest Alabama Partnership for Training and Employment Local Area is included in Attachment E to this RFP.

Roles and Responsibilities of Service Providers Include, but Are Not Limited To:

- The provision of all required WIOA services, including meeting minimum enrollment benchmarks for at-risk populations (e.g., participants with disabilities, ex-offenders, veterans, etc.) provided at Career Centers in all locations other than Mobile county.
- Comply and meet all Federal, state, and local performance standards.
- Utilization of standardized forms provided by the Southwest Alabama Partnership for Training and Employment (SWAPTE) (e.g., initial assessment, individual employment plans, individual training account (ITA), On-the-Job Training (OJT) Contract, Worksite Agreement, Incumbent Worker Training Enrollment Forms, budget, etc.);
- Utilization of the ADOC Workforce Development Division’s current data tracking system or any future system as determined by the Alabama Department of Commerce, Workforce Development Division.
- Locating at the Alabama Career Centers with a cost-sharing agreement, as needed and upon request by the Alabama Department of Commerce, Workforce Development Division;
- Ensuring proper certifications for staff that may be required for any assessment tools;
- Coordination of services with mandatory partners under the guidance of SWAPTE and the Alabama Department of Commerce, Workforce Development Division.
- Documenting participant services and activities in the State of Alabama’s Management Information System (MIS); and
- Managing fiscal responsibilities.

D. Responsibilities Revisions

The roles and responsibilities of SWAPTE, and service providers will change as:

- Federal, State, and local rules are enacted and implemented covering the workforce development system; and
- The SWAPTE Local Workforce Development Board adopts policies and procedures.

V. **Program Description**

A. Service Delivery Basics

1. **Alabama Career Center Program Operator**– The Alabama Career Center System is required to have a Center Operator. The best way to describe the Operator’s role is as a “mall manager.” The Operator is responsible for managing the Center facility for the benefit of a wide variety of co-located workforce partners. The chief role of the One-Stop Operator is to coordinate the service delivery of required one-stop partners and service providers. As part of this role, the operator coordinates the assignment of partner Agency staff to the Center’s resource room and directing customers to co-located service providers.
2. **Adult, Dislocated Worker, and Youth Career Services** – Under the Workforce Innovation and Opportunity Act, regulations eliminated the tier of services required in the One-Stop Service Delivery System. Core Services and Intensive Services are combined into “Career Services.” Career services are described in Section 134(c)(2) of WIOA. Career Services may be provided by the same entity as is providing the One-Stop Operator function. The Southwest Alabama Partnership for Training and Employment (SWAPTE) and the Local Workforce Development Board will establish the budgets for internships and training services that will be subject to

modification to meet the ever-changing needs of our business, job seeker, and incumbent worker customers.

B. Targeted Geographical Area

The nine Alabama counties served by Southwest Alabama Partnership for Training and Employment include Baldwin, Choctaw, Clarke, Conecuh, Mobile, Monroe, Washington, and Wilcox.

C. Required Career Services

1. **Outreach and Recruitment:** As the WIOA Title I Service provider of Adult, Dislocated Worker, and Youth Career Services, the grantee must work to inform the community of services, resources, and programs funded by the Workforce Innovation and Opportunity Act in the local area. Activities should include:
  - **Community Outreach:** The provider shall establish and maintain key community relationships to ensure that businesses, job seekers, and the public know about their workforce programs. This includes, but is not limited to, media outreach, informing local elected officials, contacting and answering questions from training providers, utilizing employer associations, and reaching out to community organizations.
  - **Collaboration with Business and Industry:** The provider will be expected to develop and foster relationships with local businesses and industry within the SWAPTE Local Workforce Area. One-Stop marketing strategies shall be in line with the strategies and needs of both the employers as well as job seekers of the area.
  - **Online Presence:** The provider shall be visible and proactive with an online presence through an updated website and appropriate social media.
  - **Special Events:** The providers shall utilize job fairs and special events to increase visibility especially with regional employers. Special events may include but are not limited to, graduation ceremonies for training participants, open houses, press conferences, media tours, career panels, and job fairs.
  - **Priority of Service to Veterans and Eligible Spouses:** WIOA programs are required to implement Veterans' Priority of Service because they are the delivery point for a significant percentage of qualified job and training programs and services. Projects must be conducted in accordance with the Veterans' Priority Provisions of the "Jobs for Veterans Act," Public Law 107-288. The Training and Employment Guidance Letter 10-09, November 10, 2009, provides general guidance regarding the implementation of the Veterans' priority and how this priority will affect current business practices. Applicants must be familiar with Veterans Benefits Title 38, US Code (U.S.C.).
2. **Eligibility** – Adult, Dislocated Worker, and Youth eligibility requirements are broadly defined in WIOA, current eligibility policies are found at <http://www.madeinalabama.com/divisions/workforce-development/workforce-programs-grants/>.
3. **Individual Employment Plan (IEP)** –Service providers will be required to develop an IEP with each program participant. The IEP is developed based upon the results of the participant's assessed vocational interests, aptitude, barriers, skills and skill deficiencies, and training needs. The IEP will include but is not limited to, goals pertaining to services such as training activities, job search skills, and job retention skills. The IEP will also include a clear employment objective, with a focus on demand-driven jobs.
4. **Services:** The proposal must address the services to be delivered under the program. Services to be provided must include outreach, eligibility determination, assessment, referral to and coordination with support service providers, case management, training, job search and placement assistance, and follow-up services.

5. **Timely & Accurate Data Entry:** The selected service provider will be required to utilize Alabama's official Management Information System (MIS). This includes the entry of individual participant data such as eligibility, demographics, enrollment, activities, case notes, and outcomes. Service providers will be required to enter all participant data within five (5) business days from the date of the service. The Southwest Alabama Partnership for Training and Employment (SWAPTE) will provide training on this system upon approval of funding and will conduct ongoing monitoring to evaluate the funded partner's use of the MIS. Data should be directly entered into this system by the successful proposer's staff. If a new system is implemented, staff will be trained on its use.
6. **Career Services:** Services that are designed to assist the participant in obtaining appropriate and sufficient employment. Career Services should be customer-driven that will assist in finding gainful employment. Career services are detailed in WIOA Section 134(c)(2).
7. **Short-Term Prevocational Services:** Services that are designed to assist with developing participant's learning skills, communication skills, interviewing skills, and professional conduct that will be essential to securing unsubsidized employment.
8. **Occupational Skills Training:** One-Stop Providers are required to provide referrals to training services offered by approved training providers. A list of training providers can be found on the Eligible Training Provider List (ETPL) located at [www.etpl.alabama.gov](http://www.etpl.alabama.gov).
9. **On-the-Job Training (OJT):** An OJT is a training activity that pays a wage reimbursement to employers for a new employee's pre-determined training period. An OJT contract is appropriate when the need for training has been identified in the IEP. OJT's must be with an employer that will commit to full time, permanent employment for the participant at the end of the OJT contract term.
10. **Customized Training:** Training that is designed to meet the special requirements of an employer that is conducted with a commitment by the employer to employ an individual on successful completion of the training.
11. **Incumbent Worker Training:** Training for an existing employee, or group of employees, to receive upgraded skills training that increases their competencies and is needed to retain or advance in employment.
12. **Work-Based Learning:** For youth aged 18-24 Work-Based Learning provides an opportunity to gain the skills and knowledge necessary to perform a job, including work habits and behaviors, and which may be combined with classroom or other training. The program provides work experiences in public and non-profit agencies or internships for for-profit agencies.
13. **Registered Apprenticeships:** Career Center staff will work with area employers who have vacancies in Registered Apprenticeship positions to refer WIOA eligible individuals to fill these job vacancies. Training assistance may be available via either WIOA funded Individual Training Accounts or On-the-Job Training.
14. **Participant Supportive Services:** Based on assessment results and the customer's documented need for supportive services, providers shall be able to provide supportive services either directly or via referral to other supportive service providers that will assist with overcoming barriers in order to successfully complete their WIOA program activities.
15. **Follow-Up Services:** Successful respondents shall follow up on the status of exited participants for a minimum of (1) year to determine if the services were successful and if the participant remains employed.

D. Required Performance Measures

The respondent must demonstrate in their project narrative how their programs will be able to help all enrolled customers meet long-term, mandatory DOL performance accountability standards known as Common Measures. See Attachment F – Department of Labor (DOL) Performance Measures for detailed information on the required outcomes set forth for WIOA. In addition to Performance Measures, the successful respondent will be required to track enrollments, program activities, demographics, and other determining data. This data will be monitored and evaluated on a quarterly basis. At a minimum, 25% of all WIOA eligible individuals who are not job-ready will be referred to WIOA sponsored training, Ready-to-Work programs, Manufacturing Skill Standards Council Certificate, or other comparable job training programs based on the individual's knowledge, skills, abilities, and employment goals. Performance data including quotas on traffic flow, job placements, and On-the-Job & Individual Training Account contract totals will be extracted from monthly reports that you will be expected to submit.

The successful proposer is expected to meet or exceed the performance standards. Should the operator's performance fall below 80% of the planned quotas, attainment goals, performance measure goals, or other performance indicators, the contractor may be subject to corrective action and/or recapture of funds.

E. Program and Partner Service Strategies

It is not expected that any single proposer can provide all the identified program elements. As such, collaboration with other non-profit, for-profit, and public entities is encouraged. Other key stakeholders and system partners that will be critical to engage may include but are not limited to:

- Adult Education
- Vocational Rehabilitation
- Wagner-Peyser Programs
- TANF and the SNAP workforce programs
- Low-Income Housing
- Libraries and Community Centers
- Veteran Programs
- Job Corps
- Community Based Block Grants

VI. **Demonstrated Ability and Past Performance** – Up to 35 points

A. Demonstrated Ability

Respondents must describe demonstrated ability in the following areas, clearly articulating the measurable outcomes including the roles of specific partners involved in achieving program goals:

- Describe how you have operated a workforce development program of similar size and scope to the one proposed, and how you addressed participant employment and training needs.
- Describe how you have collaborated and executed a project with multiple stakeholders. Include the distinct roles of each partner and the steps taken to achieve positive outcomes.
- Describe how you have served as a stakeholder in partnerships with business and industry. Include strategies that were used to develop and foster relationships.

1. In two pages or less, summarize the relevant qualifications, experience, and expertise of the proposing agency. Please include at least one but no more than three references from previous work of a similar nature, and specify the following:
  - a. Contracting agency
  - b. Type(s) of program(s)
  - c. Term of contract
  - d. The dollar amount of the contract
  
2. If the proposer has provided WIA or WIOA adult, dislocated worker, and youth programs in another workforce area, supply the following information to ensure maximum consideration during the rating process.
  - a. Name of the workforce area
  - b. Contact person for the workforce area, including the address and telephone number
  - c. Counties served under that contract
  - d. Type of program
  - e. The dollar amount of the contract
  - f. Number of individuals proposed to serve
  - g. The actual number of individuals served as of the date of this proposal submission
  - h. Cost per participant
  - i. A copy of the most recent monitoring report
  - j. Correspondence related to corrective actions, if any
  - k. Performance information

**VII. Program Narrative – up to 40 points**

The proposer will propose for the One-Stop Operator of the Southwest Alabama Partnership for Training and Employment Career Centers and Title I Services Provider. The proposer may receive up to 15 points for the One-Stop Operator and up to 25 points for the Title I Services Provider components of the narrative.

**A. Alabama Career Center Operator – 15 points**

The proposer should thoroughly describe how they will operate the SWAPTE Career Centers. The proposer should adequately explain how the SWAPTE Career Centers will meet the requirements of the one-stop delivery system described in WIOA. Below is a list of items the proposer should address in this section. This list is not all-inclusive, and the proposer should explain their proposed Career Center operations effectively and sufficiently.

- Duties of the Career Center Operator
  - Describe your plan for managing each Center facility for the benefit of a wide variety of co-located workforce partners.
  - Describe the cost-sharing agreement that will be developed which describes how partners will contribute to Center costs.
  - Describe how you will manage the Center's resource room and "greeters" who direct each customer to Center services and co-located service providers.

**B. Adult Dislocated Worker and Youth Career and Training Services – 25 points**

The proposer should thoroughly describe how they will deliver Career and Training Services to the Career Center customers in all locations except Mobile. The proposer should adequately explain how their delivery of services will build career pathways for customers. Below is a list of items the proposer should address in this section. This list is not all-inclusive, and the proposer should explain the delivery of services effectively and sufficiently.

- Approach
  - Describe how your program design will provide comprehensive programmatic services for participants. Include the progression from enrollment through exit to follow-up including all service options.
  - Describe your plan to access the services of other partners, including employers and other collaborators, which will assist in providing wrap-around services to participants. Please include letters of support or memorandums of understanding (MOUs) detailing partner roles, responsibilities, and resources provided.
  - Describe your program's unique and innovative approaches to workforce development program design and leveraging partner resources that will benefit the workforce development area.
  - Describe your plan to provide services targeted to the specific needs of the following high need population group(s):
    - Veterans;
    - Adults & Youths with disabilities; and
    - Re-Entry adults.
  - Discuss how you will ensure that those participants receive services that appropriately address their barriers and result in positive outcomes.
- Program Staffing and Case Management Strategy
  - Discuss your program staffing structure from program manager to front line staff. Describe the roles of each position and the experience that existing staff members have in administering projects of similar size and scope. Include job descriptions for all staff positions, funded in whole or in part, for this project.
  - Discuss the anticipated caseload that counselors/case managers funded by this project, in whole or in part, will have.
  - Describe how you will ensure that front-line program staff has sufficient time and support to provide the highest quality programmatic services.
  - All staff funded by the Southwest Alabama Partnership for Training and Employment (SWAPTE) must participate in intensive customer service training. Training will focus upon a protocol to determine which job seeker customers are serious about their employment goals, providing top quality customer service to our job seeker and business customers, and continuous improvement. Describe your organization's staff training and customer service commitment.
- Outreach, Eligibility, and Assessment
  - Describe your outreach and recruitment methods.
  - Describe your intake process including eligibility determination.
  - Discuss how assessments will be structured to identify academic, employability, and occupational interests, aptitudes and skill levels, personal development, and supportive service needs.
- Individual Employment Plan (IEP)



- Describe your strategy for developing the IEP. Describe how you will address barriers to employment, set unique, specific, and realistic objectives, and prepare participants for work by developing and improving work readiness skills.
  - Describe detailed strategies for training participants to ensure positive outcomes. Consider any related supportive services (transportation, childcare, etc.) and describe how these will be leveraged through other community resources or provided through this project.
  - Describe how participants will progress through the program design and describe an effective method for ensuring participants remain engaged and committed to accomplishing the goals and objectives outlined in the IEP.
  - Describe how your program will help participants build sustainable career pathways that focus on long-term career goals and upward mobility and not just short-term employment needs.
- **Training and Work-Based Learning Activities**  
On behalf of the funding entity, how will you provide these services with career center staff?
    - Training services to participants, such as occupational skills training and on-the-job-training, which will result in positive outcomes.
    - Work-based learning activities, such as internships and work experiences to appropriate participants. Discuss how you will identify which participants are appropriate for these activities.
- **Performance Management**
    - Describe what methods the project will employ to manage performance as a participant progresses through the program from enrollment, employment placement, and retention.
    - Describe your internal quality assurance method to monitor performance including participant file review, data validation, customer service survey, required performance goals.
    - Describe your exit strategy to ensure participants will achieve the required performance measures.
    - Describe how you will identify, develop, and maintain relationships with employers and other partners, which will result in positive outcomes for employment and retention.
- **Follow-Up Strategies**
    - Discuss your follow-up services for a minimum of 12 months after the participant's exit from the program.
    - Discuss how you will ensure that participants remain on their targeted career path after exiting from the program.

## **VIII. Fiscal Narrative and Budget – 25 points**

### **A. Narrative**

- Describe the organization's experience with managing Federal funds and the experience that fiscal staff employed by the organization have in administering federal funds.
- Describe the organization's familiarity with Federal financial management standards. Discuss how the organization ensures compliance with those standards.
- Describe any leveraged community and partner resources.

### **B. Budget**

Each proposer is required to submit a separate project budget for the Alabama Career Center Operator function and one for WIOA Title I Career and Training Services. The proposer must include a proposal budget and budget narrative according to the required format (Attachment B). State that all costs included are reasonable, allowable, necessary, and allocable among the cost categories using cost principles from the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Rule, 2 CFR Chapter I, Chapter II, Part 200, et al, dated December 19, 2014, and Uniform Guidance 2 CFR Part 2900, which includes additional guidance and specific requirements for the USDOL-funded programs.

NOTE: Each proposal must include detailed budget narrative sheets providing the basis for the valuation of each line item.

The budget narratives should be completed on the forms included in this RFP package and must offer sufficient detail to allow an assessment of cost reasonableness. For instance, under staff salaries, at a minimum, the names of staff, the job title of each position, total salary for each position, and percent to be charged to the WIOA activity should be listed. For facility costs, include total square feet available, cost per square foot, and documentation showing that cost per square foot is consistent with average costs for similar space elsewhere in the area. For equipment costs, justify the method of valuation (i.e., lease, purchase, depreciation). Proposers should offer exact calculations on how each line item cost is derived as well as a detailed justification of why the line item is necessary for the operation of the program. Equipment is defined as having a unit cost of \$5,000 or more and a useful life of one year or more.

Sample non-salary budget line items include, but are not limited to the following:

- Fringe benefits - Include contributions for Social Security, employee insurance, and pension plans.
- Outreach and Recruitment - Include outreach and dissemination of information to specific target populations.
- Copying/Printing - Do not include costs directly related to participants.
- Equipment (lease/purchase/maintenance) - Include a description of the type of equipment that is to be purchased or leased and the estimated cost associated with each item.
- Facility Rental/Maintenance - Include information regarding the cost per square foot per month.
- Insurance - State the type of insurance (e.g., general liability). Do not include health or disability insurance in this line item.
- Postage
- Staff Travel - Indicate which staff member(s) is expected to travel and for what purpose, as well as how that purpose is directly related to the program.
- Office Supplies - Do not include supplies, tests, or other materials that are directly related to participants.
- Telephone/Communication - Include phone and internet costs.
- Utilities - Include gas, water, electricity, and garbage, as appropriate.
- Supportive Services - Include participant meals, childcare, and travel.
- Materials/Supplies/Tests
- Indirect Costs - Include costs incurred for a common or joint purpose benefiting more than one cost objective. Show indirect costs if the proposing agency has an approved indirect cost plan, which must be included to support the budget.
- Contractual/Third-Party Agreements

A complete set of budget narrative sheets must be submitted with the original proposal in order for a proposal to be reviewed and rated and considered by the Workforce Board for funding.

## **IX. Minimum Threshold Certification**

Fully complete the Minimum Threshold Certification (Attachment D). This must be submitted in order for a proposal to be considered for funding. This document must bear the original signature of the proposing entity's signatory official.

**X. Proposal Rating**

A minimum total score of 60 must be received in order to be considered for funding through this RFP. Proposers will not be graded on sections that do not apply to their proposal.

| <b>Section</b>                                  | <b>Maximum Allowable Points</b> |
|---|---------------------------------|
| Demonstrated Ability                            | 35                              |
| SWAPTE Career Center Operator Narrative         | 15                              |
| Career and Training Services Provider Narrative | 25                              |
| Budget  | 25                              |

**THE SOUTHWEST ALABAMA PARTNERSHIP FOR TRAINING AND EMPLOYMENT  
PROGRAM YEAR 2021 CAREER CENTER OPERATOR & WIOA ADULT, DISLOCATED WORKER  
& YOUTH CAREER SERVICES PROVIDER  
Request for Proposal**

**Contractor Qualifications**

|   |  |
|---|--|
| <b>Proposing Agency</b>                                   |  |
| <b>Administrative Organization</b>                        | <input type="checkbox"/> <b>Non-Profit Organization</b> <input type="checkbox"/> <b>Government Organization</b><br><input type="checkbox"/> <b>For-Profit Business</b> <input type="checkbox"/> <b>Other</b> |
| <b>Other: Please Specify</b>                              |  |
| <b>Federal I.D. No</b>                                    |  |
| <b>Contact Person for Documentation of Qualifications</b> |  |
| <b>Phone Number</b>                                       |  |
| <b>Address</b>  |  |
| <b>Mailing Address (if different)</b>                     |  |
| <b>Email Address</b>                                      |  |
| <b>Fax Number</b>   |  |

**PROPOSED BUDGET**

**WIOA Funds Requested** \_\_\_\_\_

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

|                      |               |
|----------------------|---------------|
| <b>Printed Name:</b> | <b>Title:</b> |
| <b>Signature:</b>    | <b>Date:</b>  |

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

## Proposed Budget Administration Costs

|     |   | <u>PROPOSED</u><br><u>AMOUNT</u> |
|-----|---|----------------------------------|
| 1.  | <b>Staff Salaries</b>   |                                  |
|     | <b>TOTAL SALARIES</b>   | \$ _____                         |
| 2.  | <b>Total Staff Fringe Benefits (Indicate the % of Salaries per the itemized list on budget backup page)</b>   | \$ _____<br>\$ _____             |
| 3.  | <b>Staff Travel</b>   |                                  |
|     | In-State  | \$ _____                         |
|     | Out-of-State  | \$ _____                         |
|     | <b>TOTAL TRAVEL:</b>  | \$ _____                         |
| 4.  | <b>Facilities (Include rent, utilities, maintenance for rental space and show cost per sq. ft. on backup)</b> | \$ _____                         |
| 5.  | <b>Communications (Telephone, Internet, etc.)</b>   | \$ _____                         |
| 6.  | <b>Office Supplies (Includes postage, software, desktop supplies, etc.)</b>                                   | \$ _____                         |
| 7.  | <b>Equipment</b>  | \$ _____                         |
| 8.  | <b>Other (Specify)</b>  |                                  |
|     | Services _____  | \$ _____                         |
|     | Computer Services/Office Equipment Expense _____  | \$ _____                         |
|     | Other, Includes Registration, Printing and Other _____  | \$ _____                         |
|     | Marketing & Outreach _____  | \$ _____                         |
|     | <b>TOTAL</b> _____  | \$ _____                         |
| 9.  | <b>TOTAL DIRECT COST:</b>   | \$ _____                         |
| 10. | <b>TOTAL INDIRECT COSTS</b><br>(Specify Approved rate % and attach copy of cognizant agency approval.)        | % _____<br>\$ _____              |
| 11. | <b>TOTAL COST</b>   | \$ _____                         |

## Proposed Budget Program Cost

|     |   | <u>PROPOSED</u><br><u>AMOUNT</u> |
|-----|---|----------------------------------|
| 1.  | <b>Staff Salaries</b>   |                                  |
|     | <b>TOTAL SALARIES</b>   | \$ _____                         |
| 2.  | <b>Total Staff Fringe Benefits (Indicate the % of Salaries per the itemized list on budget backup page)</b>   | _____<br>_____                   |
| 3.  | <b>Staff Travel</b>   |                                  |
|     | In-State  | \$ _____                         |
|     | Out-of-State  | \$ _____                         |
|     | <b>TOTAL TRAVEL:</b>  | \$ _____                         |
| 4.  | <b>Facilities (Include rent, utilities, maintenance for rental space and show cost per sq. ft. on backup)</b> | \$ _____                         |
| 5.  | <b>Communications (Telephone, Internet, etc.)</b>   | \$ _____                         |
| 6.  | <b>Office Supplies (Includes postage, software, desktop supplies, etc.)</b>                                   | \$ _____                         |
| 7.  | <b>Books and Training/Teaching Aids</b>   | \$ _____                         |
| 8.  | <b>Equipment</b>  | \$ _____                         |
| 9.  | <b>Other (Specify)</b>  |                                  |
|     | Services _____  | \$ _____                         |
|     | Computer Services/Office Equipment Expense _____  | \$ _____                         |
|     | Other, Includes Registration, Printing and Other _____  | \$ _____                         |
|     | Marketing & Outreach _____  | \$ _____                         |
|     | <b>TOTAL</b>  | \$ _____                         |
| 10. | <b>Supportive Services. to Participants (specify type)</b>  |                                  |
|     | _____   | \$ _____                         |
|     | _____   | \$ _____                         |
| 11. | <b>TOTAL DIRECT COST:</b>   | \$ _____                         |

**BUDGET BACKUP**

**Administration**

Line Item No: A.1 Salaries AMOUNT  
APPROVED

Full Time Equivalent Positions \$ \_\_\_\_\_

Line Item No: A.2 Fringe Benefits AMOUNT  
APPROVED

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

TOTAL \$ \_\_\_\_\_

Line Item No: A.3 Travel AMOUNT  
APPROVED

\_\_\_\_\_

\_\_\_\_\_

Based on approved state rate for mileage  
and per diem.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Line Item No: A.4 Facilities AMOUNT  
APPROVED

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**BUDGET BACKUP**

**Administration**

Line Item No: A. 5

Communications

AMOUNT

APPROVED

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TOTAL

\$ \_\_\_\_\_

Line Item No: A. 6 Office Supplies

AMOUNT

APPROVED

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TOTAL

\$ \_\_\_\_\_

Line Item No: A.7 Equipment

AMOUNT

APPROVED

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TOTAL

\$ \_\_\_\_\_

Line Item No: A.8 Other

AMOUNT

APPROVED

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TOTAL

\$ \_\_\_\_\_

Line Item No: A.10 Indirect Cost

AMOUNT

APPROVED

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TOTAL

\$ \_\_\_\_\_





**BUDGET BACKUP**

**Program Costs**

|  | <u>AMOUNT</u><br><u>APPROVED</u> |
|--|----------------------------------|
| <u>Line Item No: A.6 Office Supplies</u> |                                  |
| _____                                    | _____                            |
| _____                                    | _____                            |
| _____                                    | _____                            |
| TOTAL                                    | \$ _____                         |

|  | <u>AMOUNT</u><br><u>APPROVED</u> |
|--|----------------------------------|
| <u>Line Item No: A. 7 Books &amp; Training</u> |                                  |
| _____  | _____                            |
| _____  | _____                            |
| _____  | _____                            |
| TOTAL  | \$ _____                         |

|                                    | <u>AMOUNT</u><br><u>APPROVED</u> |
|------------------------------------|----------------------------------|
| <u>Line Item No: A.8 Equipment</u> |                                  |
| _____                              | _____                            |
| _____                              | _____                            |
| _____                              | _____                            |
| TOTAL                              | \$ _____                         |

|                                | <u>AMOUNT</u><br><u>APPROVED</u> |
|--------------------------------|----------------------------------|
| <u>Line Item No: A.9 Other</u> |                                  |
| _____                          | _____                            |
| _____                          | _____                            |
| _____                          | _____                            |
| TOTAL                          | \$ _____                         |

|   | <u>AMOUNT</u><br><u>APPROVED</u> |
|---|----------------------------------|
| <u>Line Item No: A.10 Supportive Services</u> |                                  |
| _____   | _____                            |
| _____   | _____                            |
| _____   | _____                            |
| TOTAL   | \$ _____                         |

**Line Item Component Definitions  
For Use in Preparing the Budget Narrative**

PGS #1

**Staff Compensation**

List compensation in the form of salaries or wages to employees for work performed under the program. Compensation for this program should not exceed the compensation for similarly situated employees of the Service Provider working under other programs and should be consistent with its usual personnel policies concerning employee compensation.

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

**Example:**

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

PGS #2

**Staff Fringe Benefits**

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

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

**Example:**

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

## PGS #3

**Travel and Transportation**

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

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

## PGS #4

**Facility Costs**

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

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

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

## PGS #5

**Communications**

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

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

## PGS #6

**Office Supplies**

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

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

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

PGS#7

**Books and Training/Teaching Aids**

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

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

PGS#8

**Equipment**

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

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

**Back-up Detail:** Explain how the total was determined by depicting anticipated costs of the various elements contained in the definition. Indicate if items are to be acquired through purchase, rental/lease, lease/purchase, etc. If there are charges for equipment owned by the Service Provider, explain how such charges were calculated/determined.

PGS #9

**Contractual**

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

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

PGS #10

**Other Direct Costs**

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

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

PGS #11

**Indirect Costs**

Indirect costs may be applied to the program if the Service Provider has an approved indirect cost rate. Indirect charges to the program will be based on actual direct expenditures and not on budget estimates. The Southwest Alabama Partnership for Training and Employment (SWAPTE) reserves the right to negotiate all indirect cost rates applied to any WIOA-funded program. A budget for Indirect Cost requires a copy of the proposers current approved Indirect Cost Rate Documents.

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

**WIOA TITLE I FUNDING SOURCE:** \_\_\_\_\_**Southwest Alabama Partnership for Training and Employment  
General Provisions****ASSURANCES & CERTIFICATIONS**

The SUBRECIPIENT assures and certifies that:

**The Act**

1.  
It will comply with the requirements of the Workforce Innovation and Opportunity Act of 2014 (Public Law 113-128, STAT. 1425, 29 USC 3101 et seq.) hereinafter referred to as the Act, and with the regulations and policies promulgated there under. This designation is subject to change as a result of any changes in the Act or conditions in any other legislation which may be passed which governs the designation of program operations under the Act or any legislation which may replace the Act.

**Administrative Requirements**

2.  
It will comply with policies issued pursuant to Governor's Workforce Innovation Directives such as the *Statewide WIOA Fiscal Procedures Manual* and any additional administrative provisions of the GRANTOR, as applicable. Specifically, a non-Federal entity (2 CFR 200.69 and 2 CFR 2900.2a) (SUBRECIPIENT) will comply with the administrative requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule (2 CFR Chapter I, Chapter II, Part 200, et al. as supplemented by the U.S. Department of Labor in its codification of the policies and procedures for financial assistance administration (2 CFR Part 2900)).

**Amendments**

3.  
When the regulations, promulgated pursuant to the Act, are issued, amended, or revised, the SUBRECIPIENT shall comply with them or notify the GRANTOR within thirty (30) days after promulgation of the amendments or revisions that it cannot so conform.

**Agreement**

4.  
The Signature Sheet, the General Provisions, the Performance Standards, the Special Provisions and the Budget/Narrative Section form this agreement. This agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral; provided, however, the warranty given by the SUBRECIPIENT, with respect to all representations, statements, writings and proposals, which form the basis for negotiations or considerations resulting in the agreement, shall remain valid and binding.

**Legal Capacity**

5.  
It possesses legal authority to participate in this agreement; that a resolution, motion or similar action has been duly adopted or passed as an official act of the SUBRECIPIENT'S governing body, authorizing the person identified as the SUBRECIPIENT'S official representative to act in connection with the agreement and to provide such additional information as may be required.

**Grievance Procedures**

6.  
It will utilize the grievance procedures established by the GRANTOR. It will ensure that any of its subcontractors, which are employers of participants, will (1) maintain grievance procedures relating to the

terms and conditions of employment, which allow for, at the complainant's request, a review of the employer's decision by the GRANTOR; or (2) utilize the grievance procedure established by the GRANTOR; and (3) inform participants of the procedure they are to follow.

### **Records**

7.

It shall establish and maintain records on each employee and participant in each activity reflecting names, addresses, duties, wages/salaries, dates of employment/enrollment, time and attendance, and termination dates. It further understands that such participant records and financial records—except for non-consumable personal property—shall be retained for a period of six (6) years from the date of submittal to the GRANTOR its final expenditure report for that funding period or until any pending matters are closed. Records for non-consumable personal property shall be retained for three (3) years from the date of final disposition of said property. If any litigation, audit, or claim has been initiated, all above noted records must be retained until a final resolution is made.

When applicable, all Subrecipients shall comply with the Alabama Competitive Bid Law (Subsection 41-16-54, Code of Alabama 1975) which requires that all original bids together with all documents pertaining to the award of a contract shall be retained in accordance with a retention period of at least seven (7) years.

### **Sectarian**

8.

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 for religious worship (except with respect to the maintenance of a facility that is not primarily or inherently devoted to sectarian instruction or religious worship in a case in which the organization operating the facility is part of a program or activity providing services to participants) per the WIOA Section 188(a)(3).

### **Safety**

9.

Appropriate standards for health and safety in work and training situations will be strictly maintained. It further understands that it is to be responsible for initiating, maintaining, and supervising all health and safety standards and precautions in connection with the work and training situations. Health and safety standards established under Federal and State laws otherwise applicable to working conditions of employees are equally applicable to working conditions of participants engaged in programs and activities under Title I of WIOA must be applied per the WIOA Section 181(b)(4).

### **Conditions of Employment**

10.

Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the participants and/or employees. Individuals in on-the-job training or individuals employed in programs and activities under Title I shall be provided benefits and working conditions at the same level and to the same extent as other trainees or employees working a similar length of time and doing the same type of work per the WIOA Section 181(b)(5).

### **Workers' Compensation**

11.

The GRANTOR will provide workers' compensation or insurance for injuries suffered by participants enrolled in its programs except for On-the-Job Training (OJT), or others as specifically noted elsewhere in this agreement and as required in the WIOA Section 181(b)(4).

### **Maintenance of Effort**

12.

A SUBRECIPIENT funded by this agreement will adhere to the following requirements:

- a. No currently employed worker shall be displaced by any participant (including partial displacement such as a reduction in the hours of non-overtime work, wages or employment benefits).



- b. No program shall impair existing contracts for services or collective bargaining agreements, except that no program under this Act, which would be inconsistent with the terms of a collective bargaining agreement, shall be undertaken without the written concurrence of the labor organization and employer concerned.
- c. No participant shall be employed or job opening filled, (1) when any other individual is on layoff from the same or any substantially equivalent job, (2) when the employer terminated the employment of any regular employee or otherwise reduced its workforce with the intention of filling the vacancy so created by hiring a participant whose wages are subsidized under this Act, or (3) the job is created in a promotional line that infringes in any way on the promotional opportunities of currently employed workers.

### **Training Objectives**

13.

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

### **Use of Funds Supplanting**

14.

Funds will only be used for activities which are in addition to those which would otherwise be available in the area in the absence of such funds.

### **Reports**

15.

SUBRECIPIENT will submit financial reports as required by the GRANTOR and will maintain records and provide access to them as necessary for the GRANTOR'S review to assure that funds are being expended in accordance with the stated purposes, objectives, and provisions of this agreement including the maintenance of records to assist the GRANTOR in determining the extent to which the program meets the stated goals and objectives. It is further understood that such reports will be submitted monthly to the GRANTOR up to, but no later than, 10 (ten) working days after the end of the reporting period. The SUBRECIPIENT will also prepare, submit, and maintain participant records in accordance with the Forms Preparation and Data Validation Requirements Handbook.

### **Participant Selection**

16.

All participants enrolled in training activities by this agreement will be enrolled only after certification of eligibility criteria. It is further understood that intentional noncompliance with this section by the SUBRECIPIENT will result in disallowed costs to the grant which shall be borne by the SUBRECIPIENT. (Core and Intensive Services are universal and do not require eligibility criteria to be applied, except for youth participants in order to receive these services).

### **Performance**

17.

Performance will be in accordance with the agreement and within the period as prescribed herein. The SUBRECIPIENT further assures that it will comply with applicable laws, ordinances, charters, and regulations embraced in this agreement. By executing the agreement, the SUBRECIPIENT represents that it has familiarized itself with all applicable laws, ordinances, charters, and regulations embraced by or referred to in this agreement.

### **Acceptability**

18.

The work is to be done to the satisfaction of the GRANTOR or his designee; the GRANTOR will interpret all reports and will decide the acceptability and progress of work; that the GRANTOR will interpret the amount, classification and quality of kinds of work to be performed, and the amounts to be paid under this agreement; that the GRANTOR will be the sole judge of the validity and the acceptability of claims, if any, made by the SUBRECIPIENT for extra payment, and the GRANTOR'S decisions will be final, conclusive, and binding on the parties concerned.

### **Indemnification**

19.

To the fullest extent permitted by law, the SUBRECIPIENT shall indemnify and hold harmless the GRANTOR, its 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 part to any negligent or willful act or omission of any officer, employee, agent or representative of the SUBRECIPIENT.

### **Bank Account**

20.

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

### **Bonding**

21.

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

### **Procurements and Property**

22.

Each SUBRECIPIENT shall have written procedures for procurement transactions. These shall comply with the requirements contained in 2 CFR 200.318-.326, General Procurement Standards. Per the WIOA Section 184(a)(3)(B), all procurement contracts and other transactions between local boards and units of state and local governments must be conducted only on a cost reimbursement basis. No provision for profit is allowed.

Procurements of consumable supplies or materials, equipment, and services made pursuant to this agreement shall be made by purchase order or written contract. Procurements by the SUBRECIPIENT shall be made in accordance with the provisions of 2 CFR 200.318-.326, General Procurement Standards, and any additional provisions of the GRANTOR, as applicable.

The SUBRECIPIENT must obtain prior written approval from the GRANTOR for the procurement of non-consumable personal property with a unit purchase price of \$5,000.00 or more. The SUBRECIPIENT must have a property inventory system that complies with the provisions of 2 CFR 200.313(d)(1), applicable State and local laws, and any additional requirements of the GRANTOR.

The SUBRECIPIENT must adhere to the policies and provisions of the Workforce Development Division Recipient Property Operations Manual and any revisions made thereto.

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

Subject to the obligations and conditions set forth in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule, 2 CFR 200.313, title to equipment acquired under a grant or subgrant will vest upon acquisition in the grantee or subgrantee respectively. The GRANTOR retains the right to retake the property under the following conditions prior to the termination of the agreement:

1. The Property is no longer needed to fulfill the obligations of the agreement.
2. The property has been used by the SUBRECIPIENT for purposes other than those authorized in writing by the GRANTOR.

Equipment shall be used by the grantee or subgrantee in the program or project for which it was acquired for as long as needed, whether or not the project or program continues to be supported by Federal funds. When no longer needed for the original program or project, the equipment may be used in other activities currently or previously supported by a Federal agency.

The grantee or subgrantee shall also make equipment available for use on other projects or programs currently or previously supported by the Federal Government, providing such use will not interfere with the work on the projects or programs for which it was originally acquired. First preference for other use shall be given to other programs or projects supported by the awarding agency. User fees should be considered if appropriate.

The above property ownership stipulations also apply to any non-consumable personal property purchased with a lease/purchase contract.

### **Subcontractors**

23.

The SUBRECIPIENT agrees that a subcontractor is a person or entity who has a direct or indirect contract with the SUBRECIPIENT to perform any work, labor, services, duties or functions which the SUBRECIPIENT is obligated to perform under the terms of this agreement. The SUBRECIPIENT shall not contract with a subcontractor to perform any work, labor, services, duties or functions without the prior written approval of the GRANTOR. In the event that a subcontractor is approved by the GRANTOR, the SUBRECIPIENT shall make no substitution for any subcontractor, person or entity previously approved by the GRANTOR without the prior written approval of the GRANTOR.

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

The SUBRECIPIENT shall not subcontract for any reason under this agreement for greater than the time period of this agreement.

### **Monitoring Evaluation and Audit**

24.

The SUBRECIPIENT agrees to cooperate with the monitoring, evaluation and/or audit conducted by the GRANTOR, U.S. Department of Labor, U.S. Comptroller General, or their designees.

### **Modifications**

25.

- A. The subrecipient will submit a written request for modification prior to changing any budget line item or participant service level contained in this agreement. Such requests for modification of budget or activity shall be in the hands of the GRANTOR, no later than five (5) workdays into the quarter to be affected.
- B. All modifications initiated by the SUBRECIPIENT will be mutually agreed upon by the parties to this agreement.
- C. The GRANTOR may make a unilateral modification to this agreement at any time as long as such modification does not terminate said agreement.

### **Product Ownership**

26.

The SUBRECIPIENT understands that matters regarding the rights to any inventions and materials generated under this agreement are subject to the requirements of the Office of Management and Budget, the U.S. Department of Labor and the patent and copyright laws of the United States.

Subject to the above-mentioned requirements, the SUBRECIPIENT understands that any and all products or material generated under this agreement and grant, whether in forms of reports, analyses, interviews, raw data, records, research findings, camera products, working papers, or other items or materials are the property of the GRANTOR and shall not be used by any other entity for any purpose unless authorized in writing by the GRANTOR. Upon demand by the GRANTOR, the SUBRECIPIENT shall convey title and possession of all such items to the GRANTOR.

### **Copyrights**

27.

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

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

### **Cost of Contract**

28.

- A. The total amount of this agreement shall not exceed the amount stated on the Signature Sheet.
- B. The SUBRECIPIENT will use only funds provided in this agreement for expenditures authorized and detailed in the Budget Section incorporated herein. No funds provided under this agreement shall be used as payment for any cost or obligation incurred prior to the effective date of this agreement.
- C. No over expenditures will be allowed for the total amount of the program budget of this agreement. Those specific line items which compose the program budget may not be changed unless such changes are demonstrated to be necessary for the completion of the agreement and a written request for modification is submitted to and approved by the GRANTOR. The written request shall include specific information which justifies such modification and shall depict changes to or deletions from the current established budget in a legible and accurate manner.
- D. At any time subsequent to the expiration of this agreement, the GRANTOR may remove from the afore stated total cost of this agreement a proportional share of such funds as the GRANTOR determines will remain unexpended upon expiration of the term of this agreement and such funds may be reallocated to other proper purposes by the GRANTOR.
- E. SUBRECIPIENT shall not rent, lease, lease-purchase, or acquire an interest in tangible, non-expendable personal property or equipment, the cost of which would be charged to this agreement, unless specifically authorized to do so in the aforementioned program budget, and without the prior written approval of the GRANTOR. Where the program budget authorizes the acquisition of an interest in property or equipment to be charged to this agreement, SUBRECIPIENT shall, immediately upon the termination of this agreement, surrender title and possession of all such property or equipment to GRANTOR or to the agency designated by the U.S. Department of Labor, where such a designation is made. Title to property acquired or produced by a commercial SUBRECIPIENT with funds under this agreement shall vest in the awarding agency (GRANTOR) at time of purchase.

### **Public Relations**

29.

The SUBRECIPIENT agrees that if any type of Public Relations is performed in conjunction with the program under this agreement, due credit will be given to the Act.

### **Source Documents**

30.

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

**Successors**

31. The GRANTOR and the SUBRECIPIENT each binds itself, its successors and legal representatives to the other party hereto in respect to all covenants, agreements, and obligations contained in this agreement.

**Written Notice**

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

**Warranty**

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

**Rights and Remedies**

- 34.
- A. The duties and obligations imposed in this agreement and the rights and remedies available there under shall be in addition to and not a limitation of any duties, obligations, rights or remedies otherwise imposed or available by law.
  - B. GRANTOR shall be entitled to exercise any and all administrative, contractual, and legal rights and remedies imposed by or available to GRANTOR in the event of a breach of violation of this agreement by the SUBRECIPIENT.
  - C. No action or failure to act by the GRANTOR or the SUBRECIPIENT shall constitute a waiver of any right or duty afforded any of them under this agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach there under, except as may be specifically agreed in writing.

**Construction**

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

- A. To meet a recipient's, as the term is defined in 29 CFR 31.2(h), obligation to provide physical and programmatic accessibility and reasonable accommodation, as required by Section 504 of the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act of 1990, as amended;
- B. To fund repairs, alterations and capital improvements of:
  - 1. SESA real property, identified at WIOA Section 192, using a formula that assesses costs proportionate to space utilized;
  - 2. JTPA and WIA owned property which is transferred to WIOA Title I programs;
- C. For Job Corps facilities, as authorized by WIOA Section 160(3)(B); and
- D. To fund disaster relief employment on projects for demolition, cleaning, repair, renovation, and reconstruction of damaged and destroyed structures, facilities, and lands located within a disaster area (WIOA Section 170(d)(1)(A)).

**Relocation**

36.

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

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

**Code of Standards**

37.

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

**Public Service Employment**

38.

The SUBRECIPIENT will ensure that no funds available under this agreement are used for public service employment, except to provide disaster relief employment, as specifically authorized in Section 170 (d) of WIOA (WIOA Section 194 (10)).

**Employment Generating Activities**

39.

The SUBRECIPIENT will ensure that no funds available under this agreement are used for employment generating activities, economic development activities, investment in revolving loan funds, capitalization of businesses, investment in contract bidding resource centers, economic development, and other similar activities, unless they are directly related to training for eligible individuals (WIOA Section 181(e)). The SUBRECIPIENT will also ensure that no WIOA Title I funds are spent on wages of incumbent employees during participation in economic development activities provided through a Statewide workforce development system (WIOA Section 181(b)(1)).

**Foreign Travel**

40.

The SUBRECIPIENT will ensure that no funds under this agreement are used for foreign travel (WIOA Section 181 (e)).

**Disputes**

41.

- A. The SUBRECIPIENT agrees to attempt to resolve disputes arising from this agreement by administrative processes and by negotiations in lieu of litigation. Continued performance during all disputes is assured.
- B. Any dispute concerning a question of fact arising under this agreement, which is not settled by informal means, shall be decided by the GRANTOR's authorized representative, who shall reduce his/her decision to writing and mail or otherwise furnish a copy thereof to the SUBRECIPIENT.
- C. In connection with any dispute or appeal arising under this section, the SUBRECIPIENT shall be afforded an opportunity to be heard and to offer evidence in support of its position; the SUBRECIPIENT shall be accorded this opportunity prior to any decision by the GRANTOR's authorized representative. Pending the appeals process and a final decision of a dispute hereunder, the SUBRECIPIENT shall proceed diligently with the performance of this agreement in accordance with the GRANTOR's decision.

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

### **Terminations**

42.

A clause addressing a termination for cause and convenience must be included in all contracts in excess of \$10,000. The following provisions apply to termination under this grant agreement, whether termination by the Department or by the Subrecipient. The performance of work under this agreement may be terminated in whole or in part for the following circumstances:

- A. **Termination for Convenience.** This agreement may be terminated by either party with thirty (30) days written notice. Said notice shall specify the reasons for requesting such termination. If the Department determines that continuation of the work will serve no useful public purpose, this Agreement may be terminated by the Department and the Subrecipient shall be entitled to necessary expenses incurred through the date of termination or the date services are last provided, whichever occurs first.
- B. **Termination for Cause.** If, through any cause, the Subrecipient shall fail to fulfill in a timely manner its obligations under this Agreement, or if the Subrecipient shall violate any of the covenants, agreements or stipulations of this Agreement, and such failure or violation is not corrected within fifteen (15) days after such notice is given by the Department to the Subrecipient, the Department shall thereupon have the right to immediately terminate or suspend this Agreement by giving written notice to the Subrecipient of such termination or suspension and specifying the effective date thereof.

In the event of termination, for either convenience or cause, all property, finished or unfinished documents, data, studies, surveys, drawings, maps models, photographs, computer tapes, computer programs, and reports prepared by the Subrecipient under this Agreement shall, at the option of the Department, and if in accordance with applicable State and Federal regulations, become the property of the Department. The Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Notwithstanding the above, the Subrecipient shall not be relieved of liability to the Department for damages sustained by the Department by virtue of any breach of the Agreement by the Subrecipient and the Department may withhold any payments to the Subrecipient for the purpose of setoff until such time as the exact amount of damages due the Department from the Subrecipient is determined.

### **Hearing on Appeal**

43.

The Subrecipient shall have the right to appeal any determination to terminate made by SWAPTE; however, if the Subrecipient has failed to submit his appeal, in writing, within ten (10) calendar days from written notice of the termination and/or has failed to request and receive approval from SWAPTE for extension of such, then he shall have no further right of appeal.

The hearing shall be conducted at the appropriate location at SWAPTE's discretion, with a written notification of the time, place, and subject matter by SWAPTE to the Subrecipient.

### **Nondiscrimination/Equal Opportunity**

44.

As a condition to the award of financial assistance under WIOA Title I from the U.S. Department of Labor, the grant applicant assures, with respect to operation of the WIOA Title I funded program or activity and all agreements or arrangements to carry out the WIOA Title I-funded program or activity, that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

- Section 188 of the WIOA of 2014, which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I-financially assisted program or activity; and

- Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination based on race, color, and national origin; and
- Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities; and
- The Age Discrimination Act of 1975, as amended, which prohibits discrimination based on age; and
- Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination based on sex in educational programs; and
- The grant applicant also assures that it will comply with 29 CFR part 37 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIOA Title I-financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIOA Title I-financially assisted program or activity. The grant applicant understands that the United States has the right to seek judicial enforcement of this assurance.

Further, as applicable, it will comply with WIOA Section 188(a) with regard to equitable service in WIOA Title I programs and activities.

- Comply with the Americans with Disabilities Act of 1990, Title II Subtitle A.
- Comply with the OSHA workplace requirements.

#### **Davis-Bacon Act and Copeland "Anti-Kickback" Act**

45.

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

#### **Contract Work Hours and Safety Standards Act**

46.

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

#### **Rights to Inventions Made Under a Contract or Agreement**

47.

If the Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment of performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.



**Clean Air Act and Federal Water Pollution Control Act**

48.

In the event this contract or grant award is for an amount in excess of \$150,000, the Contractor or Subrecipient shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401-7671q, and the Federal Water Pollution Control Act, 33 U.S.C. 1251-1387. The Department shall report any suspected or reported violation to the Federal awarding agency and to the Environmental Protection Agency.

**Energy Conservation**

49.

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

**Debarment and Suspension**

50.

The Subrecipient is prohibited from using any contractor or subcontractor that has been debarred, suspended, or otherwise excluded from participation in federal assistance programs (Executive Orders 12549 and 12689).

The Subrecipient shall require participants in lower tier covered transactions to include the certification on Government-wide Debarment and Suspension (Non-Procurement) for it and its principals in any proposal submitted in connection with such lower tier covered transactions (See Code of Federal Regulations, 2 CFR Part 180.300). The Excluded Parties List System is available for access from the System of Award Management website at <https://www.SAM.gov>.

The Subrecipient certifies, by entering into this Agreement, that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Agreement by any federal agency or by any department, agency, or political subdivision of the State. The term "principal" for purposes of this Agreement means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Recipient.

The Subrecipient certifies that it has verified the suspension and debarment status for all subcontractors receiving funds under this Agreement and shall be solely responsible for any recoupment or penalties that might arise from non-compliance. Subrecipients shall immediately notify the Department if any sub-contractor becomes debarred or suspended, and shall, at the Department's request, take all steps required by the Department to terminate its contractual relationship with the sub-contractor for work to be performed under this Agreement.

**Certification Regarding Lobbying**

51.

All WIOA Title I recipients and SUBRECIPIENTS must comply with the restrictions on lobbying which are codified in the U.S. Department of Labor regulations at 29 CFR Part 93 (WIOA Section 195). No Federal appropriated funds have been paid by or on behalf of the SUBRECIPIENT, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an 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 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.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the SUBRECIPIENT shall complete and submit Standard Form-LL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The SUBRECIPIENT shall require that the language of this certification be included in the award documents for all 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, U.S. Code.

### **Procurement of Recovered Materials**

52.

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

### **Tobacco Smoke**

53.

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

### **Drug-Free Workplace Requirements**

54.

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

In accordance with provisions of Title V, Subtitle D of Public Law 100-690 or Public Law 111-350 (41 U.S.C. 8101 *et seq.*), the "Drug-Free Workplace Act of 1988," all grantees must maintain a drug-free workplace and must publish a statement informing employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and establishing the actions that will be taken against employees violating these prohibitions. Failure to comply with these requirements may be cause for debarment.

### **Transparency Act Requirements**

55.

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

### **Political Activity**

56.

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

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

### **Human Trafficking Provisions**

57.

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

### **Purchases of American-Made Equipment and Products**

58.

As stated in Section 507 of Public Law 103-333 it is the sense of Congress that to the extent practicable, all equipment and product purchases with funds from this Agreement should be American made.

### **Mandatory Disclosures**

59.

Pursuant to 2 CFR200.113, the Subrecipient must disclose, in a timely manner, in writing to the Department all violations of Federal criminal law involving fraud, bribery, or gratuity violations.

### **Not to Constitute a Debt of the State**

60.

It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by the Amendment No. 26.

### **Conflicting Provision**

61.

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

### **Prohibition on Boycotting**

62.

In compliance with Act 2016-312, the **Contractor** hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

### **Immunity and Dispute Resolution**

63.

The parties to this agreement recognize and acknowledge that **Alabama Department of Commerce** is an instrumentality of the State of Alabama, and as such, is immune from suit pursuant to Article I, Section 14, Constitution of Alabama 1901. It is further acknowledged and agreed that none of the provisions and conditions of this Agreement shall be deemed to be or construed to be a waiver by **Alabama Department of Commerce** of such Constitutional Immunity. The Subrecipient's sole remedy for the settlement of any and all disputes arising under the terms of the agreement shall be limited to the filing of a claim with the Board of Adjustment for the State of Alabama pursuant to § 41-9-60 *et seq.*, Code of Alabama 1975.

For any and all disputes arising under the terms of this Grant Agreement, the parties hereto agree, in compliance with the recommendations of the Governor and Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation.

### **Disclaimer**

64.

**Alabama Department of Commerce** specifically denies liability for any claim arising out of any act or omission by any person or agency receiving funds provided via the **Alabama Department of Commerce** whether by contract, grant, loan, or by any other means.

No Subrecipient, contractor or agency performing services under any agreement, contract, grant or any other understanding, oral or written, other than an actual employee of **the Southwest Alabama Partnership for Training and Employment**, shall be considered an agent or employee of the State of Alabama or **Alabama Department of Commerce** or any division thereof. The State of Alabama, **Alabama Department of Commerce**, and their agents and employees assume no liability to any Subrecipient, contractor or agency, or any third party, for any damages to property, both real and personal, or personal injuries, including death, arising out of or in any way connected with the act or omissions of any Subrecipient, contractor or agency, or any other person.

### **Access to Records**

65.

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

### **Assignability**

66.

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

### **Contingency Clause**

67.

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

### **Conflict of Interest Real or Apparent**

68.

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

### **Indirect Cost**

69.

In accordance with 2 CFR §200.331(a)(1)(xiii) and (a)(4), and 2 CFR §200.414, subrecipients of federal awards may charge indirect costs to the award unless statutorily prohibited by the federal program and in accordance with any applicable administrative caps on federal funding. **The Southwest Alabama Partnership for Training and Employment** will not negotiate indirect cost rates with subrecipients but will accept a federally negotiated indirect

cost rate or the 10% de minimis rate of the modified total direct cost (MTDC) as defined in 2 CFR §200.68. If requesting the 10% de minimis rate, subrecipients must submit a certification that the entity has never received a federally approved indirect cost rate. Subrecipients are allowed to allocate and charge direct costs through cost allocation. However, in accordance with 2 CFR §200.403, costs must be consistently charged as either indirect or direct costs but not charged as both or inconsistently charged to the federal award. Once chosen, the method must be used consistently for all federal awards until such time as negotiated rate is approved by the subrecipients' federal cognizant agency.

### **Audit Requirements**

70.

All **Subrecipients** of federal funds must follow the Audit requirements identified in the Office of Management and Budget Uniform Administrative Requirements, 2 CFR Part 200, Subpart F – Audit Requirements. Additionally, if any **Subrecipient** receives more than \$500,000, collectively, in State General Fund appropriations in their fiscal year, from **Alabama Department of Commerce**, they must have an audit in accordance with *Government Auditing Standards* (the Yellow Book) and Generally Accepted Auditing Standards established by the AICPA.

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

Copies of all required audits must be submitted to:

**Alabama Department of Commerce**

ATTENTION: Chief Audit Executive  
Post Office Box 5690  
Montgomery, AL 36103-5690

And an additional copy to:

Alabama Department of Examiners of Public Accounts  
ATTENTION: Audit Report Repository  
Post Office Box 302251  
Montgomery, AL 36130-2251

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

### **Audit Exceptions/Unresolved Questioned Costs/Outstanding Debts**

71.

The SUBRECIPIENT certifies by signing this agreement that it does not have any unresolved audit exceptions, unresolved questioned costs or finding of fiscal inadequacy as a result of project monitoring. It further certifies that no money is owed to any division of SWAPTE, the Alabama Department of Commerce or to the Federal government under any program administered by any division of Alabama Department of Commerce that has not arranged a repayment plan.

### **Suspensions of Payments**

72.

Payments under this Agreement may be suspended in the event that there is an outstanding audit exception under any program administered by SWAPTE, or in the event there is an amount owing to SWAPTE, or an amount owing to the Federal government under any program administered by any division of the **Alabama Department of Commerce (Alabama Department of Commerce)** that is not received in a reasonable and timely manner.

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

**SWAPTE** shall not enter into another contract, agreement, grant, etc., with any individual, agency, company, or government under any program administered by SWAPTE that has not arranged a repayment schedule.

**Disclosure Statement**

73.  
Unless otherwise exempt under subsection 41-16-82, Code of Alabama 1975, a disclosure statement must be submitted to SWAPTE for any and all proposals, bids, contracts, or grant proposals in excess of \$5,000.00.

**Compliance with Federal, State, and Local Laws**

74.  
In addition to the provisions provided herein, the Subrecipient shall be responsible for complying with any and all other applicable laws, ordinances, codes and regulations of the Federal, State and local governments, including but not limited to, the Alabama Competitive Bid Law (§ 31-13-1, *et seq.*, Code of Alabama 1975), the Alabama Public Works Law (§39-1-1, *et seq.*, Code of Alabama 1975), any State permitting requirements, the Alabama Open Meetings Act (§ 36-25a-1 *et seq.*, Code of Alabama 1975), and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act (§ 31-13-1, *et seq.*, Code of Alabama 1975). Further, it certifies that performance under this agreement shall be in compliance with **Alabama Department of Commerce** requirements, the Act and rules/regulations promulgated under the Act.

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

**Representation**

75.  
By executing this agreement, the SUBRECIPIENT represents that it has read and understands the provisions of this agreement.

\_\_\_\_\_  
Name of Organization's Authorized Administrator

\_\_\_\_\_  
Signature of Authorized Administrator

\_\_\_\_\_  
Name of Organization

\_\_\_\_\_  
Date

**The Southwest Alabama Partnership for Training and Employment  
Minimum Threshold Certification**

The purpose of Minimum Threshold Certification is to collect information necessary to (1) determine whether a proposing agency qualifies as an eligible service provider and (2) rate the demonstrated effectiveness of the agency in providing the proposed services. Minimum Threshold Certification must be completed by the proposing agency for **each** proposal submitted, and **must bear the original signature of the signatory official for that agency.**

Program Organization: \_\_\_\_\_

Project/Activity: \_\_\_\_\_

Program Location: \_\_\_\_\_

**MINIMUM THRESHOLD REQUIREMENTS**

To be considered, a proposal must meet all Minimum Threshold Requirements. **Proposals failing to meet any Minimum Threshold Requirement will not be considered.**

**Requirements for Qualification as an Eligible Service Provider:**

I. To be eligible, the proposer must be qualified to do business in the State of Alabama. The Southwest Alabama Partnership for Training and Employment (SWAPTE) prefers that service providers be incorporated; however, a service provider may be a sole proprietorship, a commission, or another type of organization when in the best interest of the project proposed.

**Required Information:** Indicate below the nature of the proposing entity (e.g., public, private for-profit, private nonprofit). Private entities should indicate the date and location of incorporation.

II. To be eligible, the proposing agency or its principals:

- A. May not be debarred, suspended, declared ineligible, or voluntarily excluded from participation in procurement or non-procurement by any federal department or agency;
- B. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated above;
- D. Have not within a three-year period preceding this proposal had one or more public transactions terminated for cause or default.

**Required Information:** Provide a statement that certifies that the proposing organization adheres to all statements in this section.

III. To be eligible, the proposer must have an established financial management system in place to ensure effective control of and accountability for subgrant funds and other assets.

**Required Information:** Provide a description of the proposer's established financial management system.

IV. To be eligible, the agency shall not have any unresolved audit findings.

**Required Information:** To determine whether the proposing agency has any unresolved audit findings, the proposer **must** include as part of the proposal package the agency's most recently completed audit. If the proposing agency is a newly created entity, the proposal package **must** include all current (dated within two months of the proposal submission date) financial statements and a business plan.

V. To be eligible, the agency or its principals shall not be convicted of any crime which indicates mismanagement or fraudulent use of funds by the agency, or insolvency or the agency.

**Required Information:** Provide a statement regarding any involvement of the proposing agency and/or its principals in criminal convictions and/or insolvency.



VI. To be eligible, the agency must have in place or must agree to establish certain policies and procedures (below).

**Required Information:** Indicate whether the proposing agency currently has or will establish the following policies and procedures.

| Currently Have | Will Establish |  |
|----------------|----------------|--|
|                |                | 1. Regular audit of all accounts;  |
|                |                | 2. Maintenance of separate accounting records for WIOA funds;  |
|                |                | 3. Maintenance of a fidelity bond with coverage equal to or exceeding the highest amount of funds to be received during the subgrant period; |
|                |                | 4. Personnel policies;   |
|                |                | 5. Grievance procedures for staff and participants;  |
|                |                | 6. Payroll procedures and time sheets for staff and participants;  |
|                |                | 7. Maintenance of a WIOA property inventory system; and  |
|                |                | 8. Travel policies   |

#### VII. CERTIFICATION STATEMENT

This certification statement is a material representation of fact. The signatory official, by signing and submitting this Minimum Threshold Certification, hereby attests that all statements contained herein are true and correct. The proposer agrees that submission of intentionally false or misleading information will result in the removal of this proposal from any consideration for funding. All information contained in this document is subject to verification.

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Name of Proposing Entity

---

Name of Certifying Official

---

Signature of Certifying Official

---

Date



## Current Southwest Alabama Career Center Locations

Bay Minette Career Center  
201 Faulkner Drive  
Bay Minette, AL 36507  
251-937-4161  
Vivian Havel – Manager  
[Vivian.Havel@alcc.alabama.gov](mailto:Vivian.Havel@alcc.alabama.gov)  
North Baldwin County

Brewton Career Center  
1023 Douglas Avenue Suite 314  
Brewton, AL 36426  
251-867-4376  
James “Hal” Clements – Manager  
[Hal.clements@alcc.alabama.gov](mailto:Hal.clements@alcc.alabama.gov)  
Escambia and Conecuh Counties

Monroeville Career Center  
2119 Hwy 21 Bypass Suite 100  
Monroeville, AL 36460  
251-575-3894  
Shirley Salter – Manager  
[Shirley.salter@alcc.alabama.gov](mailto:Shirley.salter@alcc.alabama.gov)  
Monroe and Wilcox Counties  
Monroeville also has an office in Camden that is served one day a week

Foley Career Center  
200 West Michigan Avenue  
Foley, AL 36535  
251-943-1575  
Jennifer Boykin – Manager  
[Jennifer.Boykin@alcc.alabama.gov](mailto:Jennifer.Boykin@alcc.alabama.gov)  
South Baldwin County

Jackson Career Center  
205 Walker Springs Road  
Jackson, AL 36545  
251-246-2453  
Beverly Walker – Manager  
[Beverly.walker@alcc.alabama.gov](mailto:Beverly.walker@alcc.alabama.gov)  
Clarke, Washington, Choctaw Counties  
Jackson also has an office in Gilbertown that is served one day a week

Mobile Career Center  
515 Springhill Plaza Court  
Mobile, AL 36608  
251-461-4146  
Derrick Turner – Manager  
[Derrick.turner@alcc.alabama.gov](mailto:Derrick.turner@alcc.alabama.gov)  
Mobile County

## Alabama Statewide Anticipated Negotiated Performance Goals PY 2021

| <b>Anticipated Measures</b> | <b>PY 2021</b><br>(90%<br>Threshold<br>acceptable) |
|-----------------------------|--|
| <b>Adults</b>               |  |
| Entered Employment 2nd      | 78.0%  |
| Entered Employment 4th      | 74.50%   |
| Median Earnings             | \$5,800.00   |
| Credential                  | 61.5%  |
| M Skill Gains               | 55.0%  |
| <b>DW</b>                   |  |
| Entered Employment 2nd      | 79.3%  |
| Entered Employment 4th      | 77.5%  |
| Median Earnings             | \$7,250.00   |
| Credential                  | 70.50%   |
| M Skill Gains               | 55.0%  |
| <b>Youth</b>                |  |
| Placed Employ/Ed 2nd        | 67.8%  |
| Placed Employ/Ed 4th        | 67.50%   |
| Median Earnings             | \$2,795.00   |
| Credential                  | 45.0%  |
| M Skill Gains               | 47.0%  |