



**Jefferson County Workforce Investment Board
Workforce Innovation and Opportunity Act (WIOA)**

**Request for Proposals
2015 Out-of-School Youth Program
GED and High School Diploma or Occupational Skills Training**

Proposal Due Date:
April 24, 2015 at 4:00 p.m.

Deliver or mail proposals to:

Keith Strother

Program Manager

Re: Youth Services RFP

Jefferson County Center for Workforce Development

3420 3rd Avenue South

Birmingham, Alabama 35222

RFP Issued:
March 23, 2015

The Jefferson County Workforce Investment Board is an Equal Opportunity Employer and provider of employment and training programs.

Notice of Request for Proposals (RFP)

Due Date	April 24, 2015 4:00 pm
Submittal Location	Keith Strother Program Manager Re: WIOA Youth Services RFP Jefferson County Center for Workforce Development 3420 3 rd Avenue South Birmingham, Alabama 35222
Bidding process	Competitive
Services	WIOA Youth Services, various academic enhancements, occupational skills training and supportive services
Contract Type	Performance-based and Cost Reimbursement
Contract Term	July 1, 2015 - June 30, 2016 with option to renew for an additional two years
Program Contact	Derek Marshall marshallde@jccal.org 205-324-0061
RFP Contact	Pamela Mapp mapp@jccal.org 205-307-6701
RFP Release	March 23, 2015

Table of Contents

Overview

Background and General Information

The Workforce Innovation and Opportunity Act (WIOA)
RFP Purpose, Funding Period, and Funds Availability
Eligible Bidders
Procurement Timeline

Scope of Services

Service Delivery and Program Management Requirements
Monthly Status Reports to the JCCWD
Youth Services Staff and Qualifications
Target Population and Eligibility
Grant Close-Out Requirements
Program Parameters
Matching Funds Requirement
Core Services
Program Elements

Employment and/or Postsecondary Education for Youth

WIOA Performance Measures

Program Design

Proposal Guidelines and Submission Instructions

Due Date
Submittal Requirements
Format Requirements
The Proposal Narrative
The Proposal Budget

Evaluation Process and Scoring Criteria

Project Narrative
Budget Narrative
Oral Presentation

Funding Recommendation Process

Notification Process
Rejection of Proposal
Appeals

Proposal Checklist and Required Sequence

Additional Information

Attachment Listings (Forms)

Overview

The Jefferson County Workforce Investment Board (JCWIB) is seeking competitive bids for the Out of School Youth Program (OSYP) funded by the US Department of Labor (DOL) through the Alabama Department of Economic and Community Affairs (ADECA). The OSYP is a training program for youth, ages 16-24, who are out of school (an out-of-school youth is an individual who: (a) Is an eligible youth who is a school dropout; or (b) Is an eligible youth who has either graduated from high school or holds a GED, but is basic skills deficient, unemployed, or underemployed (WIA, sec. 101(33) and face barriers to education or employment. WIOA services to eligible out of school youth are designed to assist them in obtaining a GED, high school diploma and/or an occupational skills certificate to enter employment or post-secondary education; or to increase literacy for those who are basic skills deficient. Proposing organizations must demonstrate an alignment between proposed activities and services and the strategy and goals of the local plan, as well as with the activities and services of the one-stop partners. Proposing organizations must also demonstrate that they have the capability to provide year-round WIOA youth services which are designed and delivered in a manner that focuses on educational attainment, career development and job placement.

Background and General Information

The Workforce Innovation and Opportunity Act (WIOA)

Funds for this RFP are made possible by the Federal Workforce Innovation and Opportunity Act (WIOA). WIOA provides funding to local workforce development areas to create a comprehensive employment and training system. The Act provides funding for eligible youth and adults to increase their employability skills and assist them in obtaining sustainable and self-sufficient employment.

The purpose of funds allocated to Youth Programs under WIOA is: (1) to provide, to eligible youth seeking assistance in achieving academic and employment success, effective and comprehensive activities, which shall include a preliminary and an objective assessment of the academic levels, skill levels and service needs of each participant; (2) to provide service strategies for each participant which shall include a variety of options for improving educational and skill competencies and provide effective connections to employers; (3) to ensure on-going mentoring opportunities for eligible youth with adults committed to providing such opportunities; (4) to provide activities leading to the attainment of a secondary school diploma or its recognized equivalent, or a recognized post-secondary credential; to provide preparation for post-secondary educational and training opportunities for eligible youth; (5) to provide strong linkages between academic instruction and occupational education that lead to the attainment of recognized post-secondary credentials, (7) to provide preparation for and placement in unsubsidized employment opportunities; (6) to provide opportunities for eligible youth in activities related to leadership development, decision-making, citizenship, and community service; and (8) to provide follow-up services to ensure credential attainment and employment retention.

Further WIOA program rules, regulations and definitions are expected to be made available through the release of federal regulations Spring 2015. As a result of the additional information, contract modifications may be necessary.

RFP Purpose, Funding Period, and Funds Availability

The purpose of this Request for Proposal (RFP) is to solicit competitive proposals for the delivery of youth programs which provide GED tutoring for certification and high school diploma or an Occupational Skills Training program for eligible out of school youth under the Workforce Innovation and Opportunity Act. Both programs of training must offer or make available to youth all of the elements listed in the Act.

Organizations must indicate which areas of the County will be served and must provide and/or coordinate the following services and activities for all out of school youth served:

- outreach, recruitment and orientation
- initial WIOA eligibility determination
- comprehensive assessment of eligible youths' current academic skills, employment skills and supportive service needs
- development of an Individual Service Strategy
- on-going case management from enrollment through follow-up, which includes guidance and counseling for out of school youth; with frequent detailed case notes documenting activities and contact
- referral for youth who do not enroll in WIOA programs
- tutoring and study skills training
- on-going mentoring opportunities
- activities leading to a secondary school diploma, its equivalent or post-secondary credential
- incentives for specific activities and/or accomplishments
- work experiences (subsidized and unsubsidized) that are in the area of training and can include job shadowing, pre-apprenticeships, and internships (must be 20% of funding)
- unsubsidized job placement assistance of youth who have left the program
- up to 12 months of follow-up of youth who have left the program
- management of youth records, including case notes (records must be located in a secure location to ensure confidentiality; copies of all documents related to services to participating youth must be sent to JCCWD at exit; all provider youth files must be sent to JCCWD at program closeout/termination)
- management of WIOA youth data to ensure performance goals are met

Contracts resulting from this RFP are anticipated to commence July 1, 2015 and end June 30, 2016. Based on the availability of future funding and the contractor's performance, the Jefferson County Workforce Investment Board reserves the option to renew the contract for two additional years; with re-negotiation to be initiated by the JCWIB before the expiration of the contract's first and second year. In order for the JCWIB to exercise a second or third year option, the contractor should meet the performance requirements as outlined in the contract. However, the JCWIB is not bound to exercise a contract renewal based solely on stated performance outcomes.

Bidders may apply in one or both categories. A separate proposal must be submitted for the Out-of-School Youth General Education Development (GED) Program and High School Diploma Program or an Out-of-School Youth Occupational Skills Training Program. All proposals should clearly indicate whether they are submitting for the General Education Development (GED) Program and High School Diploma Program or an Occupational Skills Training Program. Proposals cannot be combined. Achieving the best result is the key; therefore, no preference or penalty will apply to those who bid in both categories. The JCWIB will not consider bids below \$50,000.

Each bidder must be familiar with local, state and federal requirements of the Workforce Innovation and Opportunity Act. Specific information related to grant activities can be found in the Workforce Innovation and Opportunity Act. Informational resources are:

Jefferson County Center for Workforce Development <http://jeffconline.jccal.org/comdev/>
US Department of Labor, Employment and Training <http://www.doleta.gov/>
Federal Laws and Regulations <http://www.doleta.gov/usworkforce/WIOA/act.cfm>

Eligible Bidders

The proposing organization shall be:

- (A) a postsecondary educational institution that—
 - (i) is eligible to receive Federal funds under Title IV of the Higher Education Act of 1965 (20 U.S.C. 1070 et seq.); and 29 USC 2842.
 - (ii) provides a program that leads to an associate degree, baccalaureate degree, or certificate;
- (B) an entity that carries out programs under the Act of August 16, 1937 (commonly known as the “National Apprenticeship Act”; 50 Stat. 664, chapter 663; 29 U.S.C. 50 et seq.); or
- (C) another public or private provider of a program of training services.

The public or private organization may be for profit or nonprofit and properly organized in accordance with state and federal law and in existence for the five (5) years prior to application and actively providing the service(s) proposed. The bidder’s organizational mission statement will encompass the designated services to be provided. **Organizations must also show that it has additional funding sources and will not be dependent on WIOA funds alone for ongoing operations. Organizations that operate with other funding sources must submit a cost allocation plan.** Non-profit program operators may only submit for reimbursement of actual costs. For applying entities that are for-profit organizations, profit margins must be negotiated independent of contract costs. A fiscal review will be conducted prior to negotiation to ensure fiscal integrity.

The bidding organization must have a written standard governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract if a real or apparent conflict of interest is involved.

Agencies should have adequate facilities and staff in the area(s) they are proposing to serve. The program facility must be appropriate in size and design to accommodate program staff, participants and services. The bidder must ensure that the building and space, in which staff and WIOA participants are housed, meet local fire, health and safety standards, and comply with the standards of the Americans with Disabilities Act (ADA). To have the greatest possible community impact, both the WIOA and the JCWIB, encourage partnering and collaboration to deliver the most effective services. In addition, providers must be capable of linking participants with a local Alabama One-Stop Career Center for life-long job seeking services.

No organization may compete for funds if: (1) the organization has been debarred or suspended or otherwise determined to be ineligible to receive federal funds by an action of any governmental agency; (2) the organization’s previous contract with the JCWIB was terminated for cause; (3) the organization has not complied with an official order to repay disallowed costs incurred during its performance of programs or services; or (4) the bidder’s name appears on the convicted vendor list.

All prospective bidders interested in submitting proposals for Out of School Youth Services **MUST** attend the bidder’s conference to be held:

Tuesday, April 6, 2015
10:00 am – 12:00 pm
Jefferson County Center for Workforce Development
3420 3rd Avenue, South
Conference Room (2nd floor)

*****DOORS WILL BE CLOSED AND NO OTHERS WILL BE ADMITTED AFTER 10:00 AM*****

Questions to be addressed at the Bidder’s conference must be submitted by 3 pm, April 3, 2015, via email, to Pamela Mapp, Youth Program Supervisor, mapppp@jccal.org. Proposals from parties who did not attend the Bidder’s Conference will not be considered.

Questions addressed after the bidder’s conference will be posted on the department’s website at <http://jeffconline.jccal.org/comdev/>.

2015 Procurement Timeline

March 23	Release of RFP
April 3 by 3 pm	Last day to submit questions to be addressed at Bidder’s Conf
April 6	Bidders Conference (doors close promptly at 10 am)
April 24 by 4 pm	Proposals due
May 4 - 8 at 10 am	Review, evaluate proposals and oral presentations
May 8	Mail award/denial letters
May 15 by 4 pm	Appeals due
May 18 - 22	Review of appeals
May 26	Contract awards announced
June 1 - June 5	Begin site visits and contract negotiations
July 1	Contract period begins

Note: Timeline may be adjusted depending on the number of proposals received.

Scope of Services

Service Delivery and Program Management Requirements

Bidders must furnish satisfactory evidence of past performance and their ability to successfully provide their proposed services in accordance with the terms and conditions of this RFP. Bidders are responsible for ensuring that all program elements are made available to all participants. Bidders are also responsible for outreach and recruitment, program management, financial management; management information system (MIS) documentation, performance attainments, tracking for employment related to training, job readiness, periodic reporting and other services deemed necessary for maintaining accurate and complete case files for all in-house and vendored services.

Monthly Status Reports to the JCCWD

In order for the JCCWD and its provider partners to track system performance on an ongoing basis, Jefferson County WIOA Youth Services bidders will provide monthly status reports that detail youth outcomes and program outputs. The monthly report format will be provided by e-mail to agency staff; no other reporting format will be accepted by JCCWD.

Youth Services Staff and Qualifications

All staff or volunteers working with youth should have the necessary background checks to work with youth under age 19. Bidding organizations’ staff members or volunteers should consist of experienced and credentialed psychologists, counselors, mental health professionals, social workers and instructors with a minimum of 5 years working with high risk youth. The minimum preferred qualifications and skills/abilities for case managers are: Bachelor’s Degree in psychology, sociology, social work, education or a related field; at least 2 years, within the past 5 years of providing case-management and/or related services to low income youth or equivalent experience; experience as career counselors; possess strong interpersonal

skills, excellent verbal and written communication skills; possess strong presentation skills; ability to read and interpret regulations and program requirements; ability to use and manage e-mail and various social media; basic computer skills and the ability to use programs such as Microsoft Office Suite; The minimum preferred qualifications for Employment Specialist(s) are: Bachelor's degree, with not less than 2 years of job development/placement experience and, preferably, experience working with youth; a staff member who is a credentialed social worker, credentialed counselor, or other certified mental health professional (may be retained part-time on contractual basis); and the necessary support staff.

The Bidder will ensure that, if successful, all its paid youth services staff members, staff members for any youth services it subcontracts and any youth services student workers (college-level) and volunteers, are qualified and appropriately trained in areas including, but not limited to, youth development, education, employment, and family development.

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

Target Population and Eligibility

JCCWD WIOA out of school youth programs are intended to provide a rich array of age-appropriate services that target out of school youth, ages 16-24, which face barriers to finding sustainable, and self-sufficient employment.

Under WIOA a youth is eligible for services if they are “out-of-school youth”; which means an individual who is—

- (i) not attending any school (as defined under State law);
- (ii) not younger than age 16 or older than age 24; and
- (iii) one or more of the following:
 - (I) a school dropout
 - (II) a youth who is within the age of compulsory school attendance, but has not attended school for at least the most recent complete school year calendar quarter
 - (III) a recipient of a secondary school diploma or its recognized equivalent who is a low-income individual and is—
 - (aa) basic skills deficient; or
 - (bb) an English language learner
 - (IV) an individual who is subject to the juvenile or adult justice system
 - (V) a homeless individual (as defined in section 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. 14043e–2(6))), a homeless child or youth (as defined in section 725(2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a(2))), a runaway, in foster care or has aged out of the foster care system, a child eligible for assistance under section 477 of the Social Security Act (42 U.S.C. 677), or in an out-of-home placement
 - (VI) an individual who is pregnant or parenting
 - (VII) a youth who is an individual with a disability
 - (VIII) a low-income individual who requires additional assistance to enter or complete an educational program or to secure or hold employment

Lower Living Standard Income Level (LLSIL) by Family Size (3/24/2014)

Family Size	Maximum Income Level
1	11,670
2	15,819
3	21,712
4	26,805
5	31,637
6	37,001

Note: For each additional family member above 6 add \$5,364. The LLSIL is subject to change based on the minimum level of established self-sufficiency criteria at the state or local level.

Grant Close-Out Requirements

Programs will be required to submit (as a part of their Statement of Work) a timeline which includes 30 days for Program Close-Out which will begin 15 days prior to the conclusion of the contract and conclude 15 days after the termination date.

Program Parameters

Proposals must include Core Services as well as the fourteen (14) program elements that are essential to WIOA. Submitted proposals must demonstrate the full extent to which each provider can offer the core services and the program elements.

Matching Funds Requirement

In addition to a WIOA budget, all proposals must include a match budget from the proposing organization in the form of cash or in-kind services. Points will be awarded during the evaluation process to the service provider for providing this information.

Core Services

All bidders must ensure that they will provide the following required core service components:

1. **Outreach, Recruitment, and Orientation.** Outreach and recruitment includes, but is not limited to, identifying potentially eligible youth, working with parents and guardians to secure necessary documentation, and working closely with other governmental and community organizations, the court and school systems. Applicants must be carefully screened to determine their chances for success in the program; e.g., the process used should help staff determine applicants' commitment to earning their GED or a vocational credential in an in-demand occupation. The youth must also be committed to being employed and/or continuing on to post-secondary education when they leave the program. As part of orientation, all youth must receive information on all services available through the bidder. This includes information about all program policies governing such areas as drug and alcohol abuse, attendance, and behavior. Youth must be made aware of the youth development principles practiced by the bidder and informed that services and projected outcomes will be tailored to the individual youth's needs. Drop-out youth are expected to have the ability to earn a GED within a

reasonable amount of time (within a year of participation date). Staff should ensure that youth have the reading comprehension and math ability upon program entrance that will allow them to be successful.

2. **Eligibility Determination and Registration.** The contractors will be responsible for the initial determination of WIOA eligibility of all youth applicants recruited to its program, in addition to the collection and verification of all necessary eligibility source documents. JCCWD will conduct the final eligibility determination for youth participants, which includes the approval of the completed intake/eligibility application, verification of the information provided, initial TABE assessment, initial case management and determination that the applicant meets the required criteria. Under the WIOA, all youth must meet eligibility criteria and be determined eligible for the program prior to enrollment and receipt of WIOA funded services. JCCWD will provide technical assistance on the eligibility determination process.
3. **Objective Assessment.** Each participant will be provided with an objective assessment interview by the provider and JCCWD. In this interview, the case manager at each location will begin to build a partnership with the participant and will seek to assess the participant's commitment to earning a credential, maintaining regular program attendance, and gaining and maintaining employment upon leaving the program. The case manager will use the information from the youth's application, testing results (math and reading assessments performed by other agency no more than 1 year prior to application acceptable for review), student transcript, interest survey and the initial interview with the youth to determine the youth's suitability for enrollment. The case manager will make an assessment of their academic skills, employment skills, and supportive service needs. This includes a review of educational skill levels, occupational skills, prior work experience, employability, interests and aptitudes. The goal is to accurately evaluate each youth in order to develop an appropriate service strategy to meet their individual needs. For basic skills testing the TABE test must be used.
4. **Individual Service Strategy (ISS).** The case manager will use the results of the youth's preliminary and objective assessment to develop the youth's Individual Service Strategy (ISS) which will lay out a path for workplace preparation. The ISS is an age-appropriate, individualized, written plan of short- and long-term goals that include employment, involvement in WIOA youth program elements, and personal support services. In developing the ISS, case managers must include goals, benchmarks, milestones, assessment interpretations, and record how those interpretations are used to create a comprehensive service strategy for each participant. For all youth, the ISS will identify the timeframe in which each youth will be expected to complete all activity related to each of the goal(s) specified in the ISS. A detailed ISS **must be** developed collaboratively with each participant, so the method for achieving their goal is clear. The ISS will clearly connect the services to be provided to each youth with the outcomes to be achieved between WIOA enrollment and exit. The plan will be considered a living document and used to track services and outcomes to be delivered or achieved. This plan must be reviewed and updated with the participant, both regularly and as changes occur.
5. **Case Management.** Case Management is the infrastructure for delivering effective services that will facilitate the positive growth and development of youth and the achievement of individual and organizational performance goals...Case management is a client-centered, goal oriented process for assessing the need of an individual for particular services and assisting youth to obtain those services...(Case management, A Resource Manual by Anne Adams, Sundra Franklin, Rebecca Taylor; The Workforce Connection). Case managers and youth work together in a collaborative, documented, goal-oriented, participant-centered process of

assessment, planning, facilitation and advocacy for options and services to meet an individual's needs through communication and available resources to promote quality, cost effective outcomes. This process extends from recruitment through follow-up. The case manager motivates participants and coordinates services and information to prepare them for postsecondary educational opportunities, academic and occupational learning, or employment/training opportunities, as appropriate. The Youth Committee expects that the Bidder's case managers will have manageable caseloads so that they have adequate time to interact with their youth throughout the youths' participation in WIOA programming and during the required follow-up period.

6. **Referral.** Eligible youth who do not enroll in WIOA programs must be provided information regarding the full array of applicable and appropriate services available through other local programs that have the capacity to serve them with appropriate training and educational services. In addition, eligible youth should be given referrals for further assessment if determined appropriate. Programs are strongly encouraged to partner and share information with other youth-serving agencies, organizations, and training providers in order to meet the individual needs of all youth.

Program Elements (all program elements must be included in the Problem Statement)

WIOA requires that all program elements be made available to all enrolled youth as needed or requested. The program elements serve to improve youths' educational achievement, prepare youth for entry and success in employment, and support youth development. Definitions of these program elements will be made available through federal regulations Spring 2015. Which of the services accessed by a WIOA youth participant will depend upon the needs and outcome goals identified by the youth and case manager and documented in the youth's ISS. Bidders must provide written indication that they have clear processes in place for determining how youth are referred to these services; how services and related youth progress are tracked; and how leveraged resources are identified and managed. MOU's must be established and documentation provided for all elements that may be referred out to other agencies.

Improving Educational Achievement

1. **Tutoring, study skills training, instruction and evidence based recovery strategies** that lead to completion of the requirements for a secondary school diploma or its recognized equivalent or for a recognized postsecondary credential..
2. **Alternative secondary school** services or dropout recovery services, as appropriate. *Please note that if the organization or agency has not been approved by the state or local school board to operate as an alternative secondary school and provided the necessary documents so attesting, the organization or agency will not be recognized as an alternative secondary school.*
3. **Activities** that help youth prepare for and transition to post-secondary education and training.

Preparing For Entry and Success in Employment

4. **Paid and unpaid work experiences** that have as a component academic and occupation education, which may include summer employment opportunities for out of school youth, internships, pre-apprenticeship programs, on-the-job training (participants over 17 years old), and job shadowing opportunities. Paid work experiences may be in the private, for-profit sector, the non-profit sector or the public sector. Paid internships are placement in the private, for profit or the non-profit sector. Work experiences are designed to enable youth to gain exposure to the working world and its

requirements; assisting the youth in acquiring the personal attributes; knowledge, skills and abilities needed to obtain a job and advance in employment. The purpose is to provide the youth participant with the opportunities for career exploration and skill development and is not to benefit the employer, although the employer may, in fact, benefit from the activities performed by the youth. Youth participating in paid work experience shall be paid wages which shall not be less than the highest of the following: (a) the minimum wage under Section 6(a) (1) of the Fair Labor Standard Act of 1938; (b) minimum wage under the applicable state or local minimum wage law.

5. **Occupational skills training** is the development of primary occupational skills to perform tasks and technical functions required by specific occupational fields. Priority must be given to job-specific and basic skills training programs that lead to recognized post-secondary credentials in a specific job or industry. These industries must be aligned with in-demand industry sectors or occupations in the local labor market. Bidders must make every effort to utilize other funding sources to pay for occupational skills training (e.g., Pell grants and other aid available through community and technical colleges and WIOA adult resources for older youth).

Supporting Youth Development

6. **Education** offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster.
7. **Leadership development opportunities** that encourage responsibility and other positive social behaviors. Activities may include exposure to postsecondary opportunities; community service and service learning projects; peer-centered activities, including peer mentoring and tutoring; organizational and team leadership training; training in decision making, including determining priorities; and citizenship training, including life skills training.
8. **Supportive services** may include linkages to community services and/or assistance with transportation, child care, housing, referrals to medical services, and the provision of appropriate work attire and work-related tools. Supportive Services may be provided by the bidder's organization, through referrals to other community organizations, or through services provided under the WIB's Supportive Services Policies. All needs and receipt of services and referrals will be tracked by the case manager and recorded in the case notes.
9. **Comprehensive guidance and counseling**, including drug and alcohol abuse counseling, as well as referrals to counseling, as appropriate to the needs of the individual youth must be recorded in the case notes.
10. **Adult mentoring** for no less than twelve (12) months may occur during both program participation and follow-up. The JCWIB recognizes a gap in the availability of mentoring services for youth. However, bidders are encouraged to provide this element or describe how this element will be delivered through a partnership.
11. **Financial literacy education**; the President's Advisory Council on Financial Literacy defines personal financial literacy as "the ability to use knowledge and skills to manage financial resources effectively for a lifetime of financial well-being." (*2008 Annual Report to the President*) Through financial literacy youth will understand what it means to "manage your money and not be managed by your money."(HSBC Bank)
12. **Entrepreneurial skills training** of interested youth who through an assessment have been identified as individuals who possess the following skills that have been identified as necessary to become a

successful entrepreneur: critical and creative thinking skills, practical skills, personal characteristics, and interpersonal skills. Critical and creative thinking involves viewing a situation from different perspectives and conceiving original ideas; finding solutions to problems as they are presented; and recognizing and developing a plan to take advantage of opportunities as they present themselves. Practical skills and knowledge include goal setting which includes the creation of a plan to achieve and then carry out the goal; planning and organizing includes project management skills, organization skills and forecasting; decision making will involve the use of relevant information, weighing of potential consequences and being confident in the decision made as a result. Personal characteristics typical of successful entrepreneurs are optimism, vision and initiative, desire for control, drive, persistence, and resilience. Possession of good interpersonal skills is critical in building great relationships with staff, customers, suppliers and more. These skills include leadership and motivation, communication, listening, personal relations, negotiations, and ethics. (www.mindtools.com)

13. **Services** that provide labor market and employment information about in-demand industry sectors or occupations available in the local area must be made available by the provider.
14. **Follow-up services** for at least 12 months after each youth exits the program to ensure continuity of services and progress towards the performance outcomes. For those contracts that are renewed for an additional 12 months, the provider will be responsible for follow-up services; otherwise, follow-up will be performed by JCCWD staff. The types of services provided must be based on the needs of the individual. Follow-up services may include: leadership development; supportive services; regular contact with the youth's employer, including addressing work-related problems that arise; assistance with job development, career development, and further education; work-related peer support groups; adult mentoring; and tracking the progress of youth in employment after training. By maintaining monthly contact with the participant, the case manager will serve as a resource to identify and address challenges that arise for the youth, especially challenges related to employment and post-secondary education/training.

Employment and/or Postsecondary Education for Youth

Many disadvantaged out-of-school youth who are 16 or older require specialized assistance to transition successfully into postsecondary education and/or employment. In addition to providing access to the program elements, bidders must demonstrate that transition strategies proposed for out-of-school youth are developmentally appropriate and designed to help launch young adults on a path toward economic self-sufficiency.

A. Employment

Employment services should be grounded in a comprehensive assessment of each older youth's employment experience, including job history, interests, skills and abilities. Assessment results should be used to create an employment plan that generates quality job matching, wage progression, and career ladder opportunities. Specialized program design should assist young adults in obtaining viable work experience which may be paid or unpaid, internships and/or job shadowing opportunities; on-the-job "survival skills", and other post-placement services aimed at increasing job retention and satisfaction.

a. Employer Connections

Bidders must have effective connections to employers, including small employers, in in-demand industry sectors and occupations of the local and regional labor markets. Youth are placed in work experiences or internships with area businesses and community-based organizations, while other employers may participate as job-shadow hosts and/or mentors.

Bidders are encouraged to include innovative and sustainable employer partnerships in their WIOA Youth Program. These connections must lead to youth placements in employment and/or postsecondary education, as well as meaningful exposure to the world of work with measureable skill gains.

B. Postsecondary Education

Bidders should outline strategies that help older youth to assess, pursue, and be retained in academic or career/technical degree programs, apprenticeships, industry recognized certification programs, or advanced career/technical training. These opportunities should ensure marketable credentials or certifications that will lead to employment placement or career progression upon completion. Priority should be given to training in growth industries and opportunities in the local market. Program design should maximize older youths’ participation and retention by addressing schedules for those who work full-time or part-time, have families to support, have transportation barriers, or are in need of enhanced student support services.

WIOA Performance Measures

Under the WIOA, local workforce areas are held accountable for the performance of the workforce system. For youth, these performance measures are listed in the following table:

Youth (ages 16-24) <u>Youth Primary Indicators of Performance</u>	
1. Percentage of program participants who are in education or training activities, or in unsubsidized employment during second quarter after exit	Placement in Employment or Education - % Pending Guidance from State
2. Percentage of participants who are in education or training activities or in unsubsidized employment during fourth quarter after exit	Retention - % Pending Guidance from State
3. Median earnings of participants in unsubsidized employment during second quarter after exit	Earnings - % Pending Guidance from State
4. Percentage of participants who obtain a recognized post-secondary credential, secondary school diploma or equivalent during participation or within 1 year after program exit	Attainment of a Degree or Certificate - % Pending Guidance from State
5. Percentage of participants who during a program year are in education that leads to a recognized postsecondary credential or employment and who are achieving measurable gains towards those goals	Program Skills Gain - % Pending Guidance from State

Youth Primary Indicators of Performance (16-24)

The Workforce Innovation and Opportunity Act measures the success of the WIOA Youth Program services based on the above set of required performance measures.

All contractors are expected to meet or exceed the performance measures.

Note: These performance measures are negotiated on an annual basis and are therefore subject to change based on the negotiations with the Alabama Department of Workforce Development (AWD). The above stated performance levels are the expected performance levels of the Jefferson County Workforce Investment Board. These levels should ensure the local area of meeting or exceeding the negotiated levels with the DOL. For more specific information on these measures, interested organizations are encouraged to review the US Department of Labor website which will provide guidance and details on program related issues.

JCCWD will require documented attainment of placement into unsubsidized employment or enrollment into post-secondary education/advance training/occupational skills training. These goals will be monitored and evaluated frequently. Performance data will be extracted from contractor submission of monthly reports.

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

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

Program Design

General Education Development (GED) Program/High School Diploma Program or Occupational Skills Training (OST) Program

General Education Development (GED) Program/High School Diploma Program

Many reasons exist as to why individuals do not complete high school. However, individuals with a high school diploma or GED earn more per year than someone who did not complete high school. Furthermore, those with a high school diploma earn more than those with a GED. Only bidders providing credentials with accreditation from the Southern Association of Colleges and Schools Council on Accreditation and School Improvement (SACS CASI) and/or Distance Education Accrediting Commission (DEAC) will be accepted. Preference will be given bidders offering credentials from regionally accredited institutions.

GED/High School Diploma Program Goal The overall goal is to provide youth with the skills necessary to build successful careers. Youth entering the program must have the ability to attain their GED/High School Diploma within three to nine months of program participation. The contractor will

provide basic skills instruction, tutoring, study skills training and alternative learning methods, such as project-based and computer-assisted learning.

GED Program/High School Diploma Program Outcomes The youth selected for the program must have the **ability** to increase their educational levels and earn a GED or High School Diploma. Youth will then be placed in further educational/occupational training through WIOA Adult funding or provided with employment placement assistance.

GED Program/High School Diploma Program Design Issues The design of the GED Program/High School Diploma program should address each of the following issues:

In order to create greater year-round success, the program must be designed to provide participants with knowledge and skill in reading, writing, communication, social studies and math.

- Effective youth development requires that youth receive comprehensive support at all phases of their transition from adolescence to adulthood. How long WIOA youth program interventions should be sustained must be determined on a case-by-case basis, depending on a youth's needs and their access to other support.

In general, however, the JCCWD GED Program/High School Diploma Program provider should remain involved with youth from the time of enrollment until they complete their GED/High School Diploma **and for 12 months following completion/program exit** to ensure that youth begin postsecondary education or employment. This involvement will span both the active enrollment and follow-up phases of WIOA, and must ensure that youth have access, at a minimum, to case management during the follow-up stage.

- Educational opportunities must be intertwined with employment services that address work readiness and career exploration and provide employment opportunities through activities such as job shadowing, internships, and work experience. Educational activities will be flexible to enable youth to participate while working.
- The message that further occupational skills training or college is an achievable goal must be woven throughout the program and emphasized by program offerings such as further training, college applications and financial aid workshops, local training programs and speakers.
- **While GED/High School Diploma attainment should remain a top priority for OSY programs, service strategies must reach beyond the GED/High School Diploma to support youth entry into postsecondary education or into employment that will lead to self-sufficiency. 20% of the program budget must be spent on work experience opportunities.** Strong proposals **must** reflect program outcomes that demonstrate progress toward and obtainment of these goals.

Occupation Skills Training (OST) Program

OST is defined as an organized program of study that provides specific vocational skills that lead to proficiency in performing actual tasks and technical functions required by certain occupational fields at entry, intermediate, or advanced levels.

Occupational Skills Program Goals

Programs must be designed to lead youth to self-sufficiency through the attainment of full-time (35-40 hours per week and an hourly wage of at least \$9), long-term employment and/or postsecondary opportunities.

Occupational Skills Program Outcomes

Outcomes will vary depending on the needs, interests and age of the youth.

- Service strategies for older out-of-school youth (ages 18-24), with a recognized high school diploma or GED must connect youth to advanced training and postsecondary education and must include strategies that help interested participants not only enroll in such training, but also complete training and obtain a credential. Any participant who is deficient in basic skills must be offered or referred to services to improve essential reading, writing, math, analytical, computer, and communication skills.

Occupational Skills Program Design Issues

Design of the programs must address these six issues:

- Strong community partnerships are instrumental to the success and sustainability of second chance programs for out-of-school youth. Proposals should demonstrate comprehensive collaboration — including shared financing— among local school districts, community colleges, community-based organizations and employers.
- The program will have a specific occupational emphasis; youth will learn about occupations in the program's key industry (industries) cluster (clusters) through classroom instruction and introductory hands-on experience gained either during program hours or after hours.
- Employment activities may include paid and unpaid work experiences, including internships and job shadowing; work readiness and employment training; and career development activities. **20% percent of budget must be spent on work experience opportunities.**
- To the extent possible, participants' work experiences will help youth understand the connection between further training/education and long-term advancement. **Youth need to develop a realistic vision for their future employment.**
- The contractor will provide work readiness training. The skills taught will include, but are not limited to, self-awareness, personal health, improvement of self-image, knowledge of personal strengths and values, world-of-work awareness, labor market knowledge, job search techniques and positive work habits, attitudes, and behavior.
- Some older youth may not advance to post-secondary education or advanced training. It is especially critical that the bidder provide these youth with comprehensive employment placement services during their enrollment in a WIOA program. **Bidders must describe their approach to facilitating job placement, job retention, and long-term wage progression, including youth access to local workforce system resources. A review of past job placement performance must be provided.**
- **All occupational skills training participants must receive 12 months of follow up services upon completion/program exit** to ensure that they not only begin employment, but remain employed and show wage gains.

Proposal Guidelines and Submission Instructions

Due Date

Proposals **must be received** by Jefferson County Center for Workforce Development **no later than 4:00 p.m., April 24, 2015.**

Submittal Requirements

Proposals must be submitted to:
Keith Strother
Program Manager
Re: Youth Services RFP
Jefferson County Center for Workforce Development
3420 3rd Avenue South
Birmingham, Alabama 35222

Proposals may be hand delivered or submitted by U.S. mail or other mail carrier service, such as Fed Ex, UPS or DHL. Faxed and emailed proposals will **NOT** be accepted. **Late proposals will be disqualified from this RFP process.**

Five (5) unbound copies of the proposal and (1) one original bound copy is required. The original copy must be clearly marked "Master Copy". If the original is not clearly marked "Master Copy", the proposal may be rejected.

The package containing the original and copies must be sealed and marked with the bidder's name and "Confidential-JCCWD OSY GED/High School Diploma PY 2015 or JCCWD OSY Occupation Skills Training PY 2015".

Format Requirements

Bidders must use the forms provided or computer-generated forms. All other pages should be on plain paper that is 8 ½" x 11", with a 1" top, bottom, left, and right margin. If computer-generated forms are used, they must duplicate the County forms and must not allow the bidder more space than that provided on the County forms. Proposals must include a table of contents, be typed and double-spaced. Typeface must be no more than twelve (12) characters per inch (12-pitch font) in Microsoft Word format. Each page (excluding attachments and exhibits) must be clearly and consecutively numbered at the bottom of the page (numbers cannot be hand written).

Proposals that fail to follow all instructions and that do not include all applicable information and forms may not be considered.

A. Cover Page

Submit a letter, on company letterhead, signed by a duly authorized officer, employee, or agent of the organization/firm submitting the proposal, which must include the following information:

- A statement that the proposal is submitted in response to the JCCWD RFP for an Out of School Youth Program for PY 2015.
- A statement certifying that the signatory, under penalty of perjury, is an agent authorized to submit proposals on behalf of the organization/firm and also indicates which individuals, by name, title, and phone number, are authorized to negotiate with JCCWD on behalf of the organization/firm. Include company documentation so authorizing.

B. Table of Contents

C. Problem Statement (This section is limited to 3 pages)

Clearly state the problem in providing services to WIOA youth in relation to the required youth elements noted in this RFP and WIOA legislation. Describe the problems associated in reaching WIOA eligible youth living in Jefferson County.

The Proposal Narrative (The entire proposal narrative is limited to 15 pages)

The proposal narrative is the main body of information describing the problem to be addressed, the plan to address that problem through appropriate and achievable objectives, and activities and the ability of the bidder to implement the proposed plan.

The 15-page proposal narrative maximum does not include the required one-page proposal summary, statement of experience, two-page budget narrative, or required budget forms.

D. Plan and Implementation (This section is limited to 8 pages)

1. Present the plan to address the problem identified above and what the program intends to accomplish. Include the WIOA elements to be addressed, outline the goals, objectives, activities and timelines for addressing how the selected elements support the identified problem.
2. Describe the number and characteristics of the target group to be served. Discuss how the youth will be served. All GED participants must be a out of school youth, age 16 – 24. Out-of-School Occupational Skills participants must have a recognized high school diploma or GED.
3. Describe how the bidder will implement the plan of service. Include the applicable components such as:
 - Outreach and recruitment;
 - Case management;
 - Program services (i.e. basic/remedial education, tutoring, study skills training, and instruction leading to the completion of secondary school);
 - Occupational skills training, leadership development,
 - Paid/Unpaid work experiences, internships, job shadowing, job placement (20% of budget must be spent on work experience);
 - Supportive services;
 - Cost per participant;
 - “Direct to participant” funds (this includes youth training costs, participant wages, participant incentives and supportive services); and
 - Program services timeline that reflect the major activities, person (people) responsible and date of completion.
4. Administrative and Staffing Plan – Describe the proposed program’s management plan and staff positions. Provide a resume for all personnel who will be involved in administering a contract resulting from this proposal.

Provide a copy of the current organizational chart showing all major functions and components and the names of persons occupying named positions. Identify those staff that are proposed to be fully or partially paid from WIOA funds.

If the award of a contract based on this proposal will require the organization to obtain additional staff, provide a detailed explanation of the type of positions required, and when personnel will be available. The costs associated with the addition of these personnel must be calculated into the proposed total cost of the program.

5. Subcontracting/Formalized Agreements – If subcontracting, the bidder must submit written justification for subcontracting if any portions of the proposed services/activities are contracted out to another agency/organization. Attach a statement from each potential subcontractor, signed by a duly authorized officer, employee, or agent of the organization/agency that includes the name and address of the organization/agency, type of work to be performed and percentage of the total work to be subcontracted. The statement must also include that the subcontractor will perform all work as indicated and will comply with all WIOA regulations, state or federal laws. The bidder shall be responsible for the performance of the subcontractor. **If not subcontracting, the bidder should provide a statement to that effect.**

Formalized Agreements are with other organizations, educational institutions, and potential employers with whom the bidder has established linkages to provide WIOA youth services as part of this proposal and that would not be directly provided by the bidder.

6. Administrative and Fiscal Capacity – Briefly describe the administrative and fiscal capacity of the bidder to fulfill WIOA-required documentation and record keeping such as:
 - Collecting data and preparing WIOA required documents;
 - Security and confidentiality of participant records;
 - Accounting controls;
 - Use of payroll vendor services;
 - Preparing and submitting monthly requests for reimbursements;
 - Handling of corrective actions/findings, if needed; and
 - Identity of person(s) responsible for the administrative/fiscal activities and their job title.

E. WIOA Mandated Performance Outcomes

WIOA requires that the JCWIB achieve certain performance outcomes for its WIOA-funded youth programs. As a result, the JCWIB will require all contractors to achieve these same performance outcomes for their individual WIOA-funded youth program. The required performance outcomes will be set forth in the final contract. The performance measurements will be used by the JCWIB over the term of the contract to hold the contractor accountable for achieving the required performance outcomes.

If a contractor fails to achieve the required outcomes, or fails to comply with the performance measurement requirements in any way and renders the JCWIB unable to determine whether or not the contractor has achieved the performance outcomes – Jefferson County has the right to terminate the contract and cease all funding of the contractor’s WIOA Youth Program.

F. Program Performance Measures & Outcomes (This section is limited to 4 pages)

Identify the proposed activities (i.e. welding certification), estimate the number of youth expected to complete the training and enter into training-related, unsubsidized employment. If the proposed outcome is entry into the military, or entry into a post-secondary educational institution, estimate the number of youth that will achieve this result. Clearly indicate how the required performance measures will be tracked, reported and how the source documentation will provide sufficient verification that performance measures will be accomplished.

In preparing this portion of the proposal, refer to the DOL website for WIOA Mandated Performance Measures which will provide direction on performance, methodology and common measures reporting. Bidders must demonstrate that the performance measures contained in the proposal will result in compliance with those mandated performance measures. The achievement of performance measures

will be used by the JCWIB to hold contractors accountable for the performance outcomes imposed on the JCWIB for WIOA-funded youth programs.

G. Statement of Experience

A statement of experience prepared on company letterhead which explains why the organization is qualified to be a WIOA youth service provider, signed by the authorized agent and which includes the following:

- i. Knowledge of the Workforce Innovation and Opportunity Act (WIOA) and the regulations guiding WIOA activities and services.
- ii. History operating youth programs for low-income youth, which includes program performance and outcomes.
- iii. State the organization's mission and demonstrate the capacity to integrate JCCWD WIOA youth services into the organization's overall operation.
- iv. Describe the relevant experience of the organization's key staff who will be involved in planning the youth service(s) the organization will deliver as a contractor. (In the Budget Narrative section include a resume and job description for each position to be funded in whole or in part in the organization's proposed budget)
- v. Describe the organization's internal monitoring system and demonstrate how it is effectively used to ensure quality and identify program, personnel and/or fiscal issues. Describe the organization's corrective action procedures.
- vi. Affirmation that the bidder is a valid legal entity in the State of Alabama, such as a corporation, partnership, etc. and **attach copies of the official papers showing formation of a corporation, partnership, or sole proprietorship.**
- vii. **Copies** of current business license(s) and permits.
- viii. Identify the number of years the agency/organization has been in business under the present business name, as well as prior business names.
- ix. Suspension requirements from prior contracts or an applicable statement that the bidder or its principals have not been suspended from any prior contracts.
- x. Completed Statement of Qualifications for Bidder's List (see Attachments).
- xi. Certification that the organization is not proposed for debarment, is not presently debarred, suspended, or declared ineligible, as required by Executive Order 12549, "Debarment and Suspension," and implemented by 28 CFR, Part 67, for prospective participants in primary covered transactions.
- xii. Evidence that the WIOA funding requested in its proposal and submitted under this RFP will not exceed 50% of the organization's gross revenue.
- xiii. Completed Disclosure Statement (see Attachments).
- xiv. W-9

H. Financial Statements/Audit Requirements

Provide a copy of the most recent and complete audit and/or financial statements available for the organization. The financial statements shall be for a fiscal period not more than 18 months prior to the submission date for the proposal. If an audit is of a parent firm, the parent firm shall be party to any contract resulting from the proposal.

I. Insurance Requirements

Bidders awarded a contract are required to meet insurance requirements (Form 9, Section 58). The proposal should include current certificates of insurance for general liability, auto and workers' compensation insurance. **At a minimum**, all proposals must include a letter signed by their insurance agent, on their insurance company's letterhead, stating that the insurance requirements can be met and

will be included in a policy if a contract is awarded. *Note: Current contractors that previously submitted acceptable evidence of insurance are not required to provide this letter.*

The Proposal Budget

The purpose of the Proposal Budget is to demonstrate how the proposal will implement the proposed plan with the funds available through this program. The budget is the basis for management, fiscal review, and audit. Proposal costs must be directly related to the objectives and activities of the project. The budget must cover the entire contract period. In the budget, include only those items to be covered by WIOA funds. Bidders are highly encouraged to supplement WIOA funds with funds from other sources. If non-WIOA sources of funding will be blended with WIOA funding to support the proposed youth services, explain how WIOA funds will be blended with those sources to support the proposed WIOA youth services. Final budgets will be determined after WIOA youth allocations are received and the providers of youth services selected.

The bidder shall develop a **line-item** budget that will enable the proposal to meet the intent and requirements of the program, ensure the successful implementation of the project, and are cost-effective. The bidder should prepare a realistic and prudent budget avoiding unnecessary or unusual expenditures that would detract from the accomplishment of the objectives and activities of the project. The following information is provided to assist in the preparation of the budget. Strict adherence to all required and prohibited items is expected. **Where the bidder does not budget for a required item, the bidder assumes responsibility for the cost of that item.** Failure of the bidder to include required items in the budget does not affect the responsibility of the bidder to provide those items during the implementation of the project.

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

1. The Budget Narrative (This section is limited to 2 pages)

Bidder is required to submit a narrative with the project budget. The narrative must be typed and placed in the proposal in front of the budget pages. In the narrative describe:

- a. How the project's proposed budget supports the stated objectives and activities in the project;
- b. How funds are allocated to minimize program costs and support direct services to participants;
- c. The duties of project-funded staff, including qualifications or education level necessary to the job assignment;
- d. How project-funded staff duties and time commitments support the proposed objectives and activities;
- e. Proposed staff commitment/percentage of time to other efforts, in addition to this project, any unusual expenditures; and
- f. Identify all proposed subcontracts.

2. Budget Form

Refer to Forms 3, 5 and 6; complete the forms using the electronic version (Excel Document) available by emailing Pamela Mapp at mapp@jccal.org.

Each budget category requires additional line item detail that addresses the method of calculation and justification for the expense. Enter the amount of each line item. All charges must be clearly documented and rounded off to the nearest whole dollar.

3. Organizational Chart

The organizational chart should provide a clear and detailed depiction of the structure of the bidder organization, and the specific unit(s) within the organization that will be responsible for the implementation and operation of the project. The organizational chart should also depict supporting

units within the organization (e.g., the Accounting Unit) and depict the lines of authority within the organization. Job titles on the organizational chart should match those in the budget and budget narrative. Include a job description for each position funded, in whole or in part, in the organization's proposed budget. A current resume of all personnel funded, in whole or in part, must also be included.

4. Formalized Agreements

Formalized Agreements must be dated and contain signatures, titles and agency names for both parties. This document must demonstrate a formal system of networking and coordination with other agencies and the project. Those submitted with the proposal must be effective for the proposed program year. For the purposes of this RFP, the terms "Formalized Agreement" and "Memorandum of Understanding (MOU)" are synonymous.

5. Program Costs

Program expenses are defined as necessary and reasonable expenditures exclusive of personnel salaries, benefits and participant costs. Such expenses may include specific items directly charged to the project. The expenses must be program-related (e.g., to further the program objectives as defined in the contract award) and be encumbered during the contract period. Reimbursement will be through a line item reimbursement contract. To obtain reimbursement for program costs, you must document costs. If the proposal to serve as a contractor is funded, you will itemize all costs associated with the program on the budget forms included in the contract. Supportive Services and/or incentives to be paid with WIOA funds must be listed in the budget.

6. Participant Costs

Participant Costs include the cost of items that are spent directly on individual participants and are tracked by individual enrollment. Possible costs include participant supportive services (transportation and ancillary items), participant wages, participant supplies, participant incentives and participant tuition and fees incurred to achieve participant goals, objectives and activities.

7. In-Kind/Leveraged Funds

Bidders are required to seek in-kind contributions and/or leveraged funds from non-WIOA sources to assist in the operation of this project. **An amount which is at least ten percent (10%) of the amount of funding requested must be supplemented from in-kind services, equipment or space or contributions from funds that are being leveraged from other sources.** *Note: Submit a budget based on the total contract.*

8. Prohibited Expense Items

The following is a list of prohibited items:

- a. **Automobiles** – Purchase or lease of automobiles.
- b. **Lobbying** – WIOA funds cannot be used for lobbying activities (Attachment XII).
- c. **Fundraising** – WIOA funds cannot be used for organized fundraising, including financial campaigns, endowment drives, solicitation of gifts and bequests, or similar expenses incurred solely to raise capital or obtain contributions.
- d. **Real Property and Improvements** – Real property, including purchase of land, land improvements, structures and their attachments, and structural improvements and alterations.
- e. **Interest** – The cost of interest payments is not an allowable expenditure, unless the cost is a result of a lease/purchase agreement.
- f. **Membership Dues** – The cost of membership dues for projects involved in the licensing or credentialing of professional personnel is not an allowable expenditure, unless it is part of a governmental negotiated benefit package.
- g. **Professional License** – The cost of a professional license.

- h. **Annual Professional Dues or Fees** – The cost of professional dues or fees is not an allowable expenditure, unless it is part of a governmental negotiated benefit package.
- i. **Charges, Fees and Penalties** – Finance charges, late payment fees, penalties and returned check charges are not allowable expenditures.
- j. **Depreciation** – Depreciation charges are not allowable expenditures.
- k. **Marketing** - the process or technique of promoting, selling, and distributing a product or service.
- l. **Advertising** - the action of calling something to the attention of the public especially by paid announcements.

Evaluation Process and Scoring Criteria

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

Proposal Narrative – 50 Points

(1) Problem Statement: Youth Identification

- Targeted youth are those who are: school dropouts, pregnant and/or parenting, subject to the juvenile or adult justice system, homeless, a runaway, in foster care or has aged out of the foster care system, a youth eligible for assistance under the Social Security Act, or an out-of-home placement, a low-income individual who requires additional assistance to enter or complete an educational program or to secure or hold employment, within the age of compulsory school attendance, but has not attended school for at least the most recent complete school year calendar quarter, recipients of a secondary school diploma who are low-income individuals and basic skills deficient; or an English language learner.
- Proposal states recruitment methods used to identify and enroll out-of-school youth.
- The activities are to be age appropriate, interesting and beneficial and likely to attract youth.

(2) Proposal Plan

- Description of the WIOA program elements and how they will be provided.
- Description of how the program is designed to address recruitment, objective assessment of participant, the development of an individual service strategy and employment or post-secondary school attendance.

(3) Proposal Program Implementation

- WIOA priority program elements that make the proposal unique are stated and measurable.
- The bidder will have the capability and capacity to provide all required services.
- All sites for outreach, enrollment and program operations are clearly identified.
- Program and service sites are located conveniently for the youth targeted.

(4) Program Performance Outcomes

- Proposal states the number of participants expected to be served in each major program area.
- Proposal states the short-term benefits for participants in each major program function.
- Proposal states the long-term benefits for participants in each major program function.
- Proposal clearly states goals for placing youth in employment or post-secondary education.
- Percentage of program participants who are in education or training activities, or in unsubsidized employment during second quarter after exit.
- Percentage of program participants who are in education or training activities or in unsubsidized employment during fourth quarter after exit.

- Median earnings of participants in unsubsidized employment during second quarter after exit.
- Percentage of participants who obtain a recognized post-secondary credential, secondary school diploma or equivalent.
- Percentage of participants, who during a program year, are in education that leads to a recognized post-secondary credential or unsubsidized employment and who are achieving measurable gains towards those goals.

Budget Narrative – 30 points

- (1) All required information, including staff, operational and other needed costs is provided in the required budget format according to instructions.
- (2) Line-item budget is accurate and complete.
- (3) Bidder has demonstrated that it is fiscally solvent.
- (4) Bidder demonstrates multiple funding sources and not WIOA-dependent.
- (5) The bidder is part of a collaborative partnership with other organizations that are providing innovative staffing approaches and/or in-kind services for the overall project.
- (6) The amount of supplemental funding being provided to the program by the bidder is at least ten percent (10%) of the total funding needed to deliver the proposed services.
- (7) Bidder describes the management oversight of the WIOA youth program operations and the site location of the administrative activities.

Oral Presentation – 20 points

Funding Recommendation Process

Recommendations for funding will be based on the following:

- The score of the proposal;
- Consideration of the funding priorities or geographical distribution of selected proposals as applicable to each program;
- Prior negative administrative and programmatic performance and compliance as a County-funded project, if applicable; and
- Cost vs. benefit of the proposed program. Proposals that do not budget at least 35% of total funding directly to participants may not be recommended for funding.

In accordance with Federal/State regulations, projects previously funded by the JCWIB will be reviewed for past performance, including financial management, progress and annual reports, monitoring results, audit reports, results of credit worthiness and any other relevant information. This review may result in one or more of the following actions: a) the project may not be selected for funding; b) the amount of funding may be reduced; or c) contract award conditions may be placed in the contract.

Proposals are first submitted to the WIB Youth Committee who will make recommendations for funding to the JCWIB. The Board makes the final recommendations for funding and contract authorization to the Jefferson County Commission.

JCCWD staff will conduct a pre-award site review to determine the administrative capacity of the bidder, and to address the ability of the bidder and/or its partners to deliver the proposed services. This review may include a request for appropriate documents (e.g., insurance) and completion of Fiscal and Administrative Capacity Policies & Procedures for Jefferson County and/or the JCWIB review.

If a bidding organization has little or no experience administering a WIOA Youth Program, the JCWIB may require a WIOA experienced mentor agency to assist and provide program guidance for the initial contract

period. This is in order to build the capacity and ensure that organizations are successful and fully understand the WIOA Youth Program. This may also include limiting youth participant numbers. These provisions are to ensure the overall program success and performance outcomes.

Notification Process

All bidders submitting a proposal will receive written notification of the funding recommendations.

Rejection of Proposal

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

Appeals

An appeal of a denial of award can only be brought on the following grounds:

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

Appeals will not be accepted for any reasons other than those stated above. Appeals must be sent to:

Jefferson County
Center for Workforce Development
Attention: Youth Committee Chairperson
3420 3rd Avenue South
Birmingham, AL 35035

Accepted appeals will be processed and reviewed by a panel convened by the Chairperson of the Youth Committee and the Director of JCCWD.

The Youth Committee and JCCWD will consider only those specific issues addressed in the written appeal.

Proposal Checklist and Required Sequence

This checklist is provided to assist the bidder in ensuring that a complete and ordered proposal is submitted. Failure to include any of the following elements will result in disqualification of the proposal.

- **Proposal Cover Page (written on organization's letterhead)**
- **Table of Contents**
- **Proposal Summary**
 - Statement of Qualifications for Bidders List
 - Signature Certification
 - Service Provider Memo
 - Form 1 (WIOA Contract Agreement)
 - Form 2 (WIOA Contract Summary)
- **The Proposal Narrative**
 - Problem Statement
 - Plan and Implementation
 - Program Performance Measures and Outcomes
 - Statement of Experience
 - Formalized Agreements (Business Licenses (City, County, State), Lease, Insurance, MOU's)
 - Locations (areas) to be served
- **The Proposal Budget**
 - The Budget Narrative
 - Forms 3, 5 & 6 (Budget Forms)
 - Organizational Chart
 - Financial Audit/Statements (include copy of W-9)
- **Certifications and General Provisions**
 - Form 9 (Jefferson County General Provisions)
 - Alabama Disclosure Statement

Additional Information

ATTACHMENT LISTING (FORMS)

Form 1	WIOA Contract Agreement
Form 2	WIOA Contract Summary
Form 3	Budget Cover Sheet
Form 5	Budget (Program)
Form 6	Budget Backup
Form 9	Jefferson County General Provisions, Assurances and Certifications
	Alabama Disclosure Statement
	Signature Certification
	Service Provider Memo
	Statement of Qualifications for Bidders List
	W-9

WIOA CONTRACT AGREEMENT / Signature Sheet JCWIB OUT OF SCHOOL YOUTH PROGRAM 2015

Agreement No: _____
Modification No: _____

This "Agreement " is entered into by and between the Jefferson County Commission, hereinafter referred to as the "WIOA Grantor" as so designated pursuant to the Workforce Innovation and Opportunity Act and _____, hereinafter referred to as the "WIOA Subrecipient". The WIOA Subrecipient agrees to provide certain services on behalf of the WIOA Grantor in compliance with the terms of this agreement and pursuant to the rules and regulations of the aforementioned Workforce Innovation and Opportunity Act, hereinafter referred to as the "Act".

This Agreement is composed of multiple sections, each an integral part of the whole, incorporated herein by this reference and authenticated by the respective signatory officials. The sections incorporated herein by this Agreement include this WIOA Contract Agreement/Signature Sheet (Form 1), Contract Summary (Form 2), Budget (Forms 3, 5, & 6), General Provisions and Assurances (Form 9), Alabama Disclosure Statement, Signature Certification, Service Provider Memo, Statement of Qualifications for Bidder's List, Statement of Work, lease agreements, business license(s), W-9, and Insurance and Workmen’s Compensation Policy.

The Jefferson County Commission reserves the right to unilaterally modify the contract amount and/or other provisions of this Agreement.

- A. This Agreement authorizes reimbursement for all eligible documented expenditures included in this agreement, but not to exceed \$_____
- B. The duration of this contract shall be from the effective date of 07/01/2015 through the termination/completion date of 06/30/2016.

IN WITNESS WHEREOF, the parties hereto have executed this "Contract" as of the latest date appearing below, and in signing, and thereby validating this agreement, the parties also certify that each possesses legal authority to contractually bind their respective organizations in their capacity as a signatory official.

BY: _____
Signature of Signatory Official

BY: _____
Signature of Signatory Official

BY: James A. Stephens

BY: _____

TITLE: President

TITLE: _____

DATE: _____

DATE: _____

WIOA Contract Summary Out of School Youth Program 2015

	Agreement No:
	Modification No:

1. Applicant Name:	2. Contact Person:
	Email:
Organization Unit:	Title:
Address:	Phone:
State of Incorporation:	Alabama Business License #:

3. Type of Organization:		
a. Local Government	d. Comm/Tech College	g. Non-Profit
b. State Agency	e. College/University	h. Private-for-Profit
c. School Agency	f. Community Based Org.	i. Other

4. Program Short Title:	
Brief Program Description:	

5. Funding Source (Check One):		
a. WIA Adult	c. WIA Dislocated Worker	
b. WIA Youth <input checked="" type="checkbox"/>	d. Other	

6. Proposed Cost/Price:			
	<u>GED</u>		<u>Occupational Training</u>
a. Administration	\$0.00	b. Administration	\$0.00
c. Program	\$0.00	d. Program	\$0.00
e. Sub Total	\$0.00	f. Sub Total	\$0.00
g. Grand Total Cost	\$0.00		

7. Youth Performance Measures		
a. Total to be Enrolled		
b. % of youth employed/training 2nd qtr after exit		
b. % of youth employed/training 4th qtr after exit		
d. # of youth w/median earnings 2nd qtr after exit		
e. % of youth obtaining credential		
f. % of youth in empl/ed achieving measureable goals gains		
e. Total to Receive 12 mo. follow-up services		
f. Total # of approved credentials awarded		
g. Cost per participant		

Budget Cover Sheet

Subrecipients's Name and Address:

Email:

Name/Address of Fiscal Agent (If Different)

Email:

Agreement No:

Modification No:

Federal ID No:

Beginning Date:

Ending Date:

Mod. Effective Date:

	<u>Total Amount</u>
Administration	0.00
Program	0.00
In-Kind Contribution	
Other:	
Other:	
Other:	
Total Contract:	\$0.00

Budget (Program)

Budget

(Indicate as Appropriate)

Program: X

Other Cost Category: Program

Agreement No: _____

Modification No: _____

B. Program Cost (Items 1-14)

B1. Staff And Salaries (Itemize/Show %)

	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00

Total Staff Salaries **\$0.00**

B2. Staff Fringe Benefits

FICA	(7.65%)	\$0.00
Insurance (Itemize on Report Backup)		\$0.00
Retirement	(5.0%)	\$0.00
Worker's Compensation	(1.0%)	\$0.00
Unemployment Compensation	(.52%)	\$0.00
FUTA	(.8%)	\$0.00

Total Staff Fringes **\$0.00**

B3. Staff Travel (Itemize on Report Backup)

In-State	Based on your Reimbursement Policy for Staff Employee	\$0.00
Out-of-State		\$0.00

Total Travel **\$0.00**

B4. Rent **\$0.00**

B5. Utilities **\$0.00**

B6. Communications (telephone, Internet, etc.) **\$0.00**

B7. Postage **\$0.00**

B8. Office Supplies **\$0.00**

B9. Books & Training/ Teaching Aides **\$0.00**

B10. Equipment (itemize on Report Backup) **\$0.00**

B11. Specify Other (itemize on Report Backup) **\$0.00**

Contract Services _____ **\$0.00**

Indirect Cost rate (%) _____ **\$0.00**

_____ **\$0.00**

B12. Work Experience/Internship Wages **\$0.00**

B13. Work Experience FICA (7.65%) **\$0.00**

B14. Supportive Services/Incentives to Participants **Please break out on Form 6** **\$0.00**

(Specify on Backup)

Total Program Operation Costs B4-B14 **\$0.00**

Total Program Costs B1-14 **\$0.00**

Budget Backup

(Indicate as Appropriate in Numerical Order)

Administration: _____

Program: **X** _____

Agreement No: _____

Modification No: _____

**Total
Amount**

Line Item No: _____

**Total
Amount**

Line Item No: _____

**Total
Amount**

Line Item No: _____

**Total
Amount**

Line Item No: _____

Budget Backup

(Indicate as Appropriate in Numerical Order)

Administration: _____

Program: **X** _____

Agreement No: _____

Modification No: _____

**Total
Amount**

Line Item No: _____

**Total
Amount**

Line Item No: _____

**Total
Amount**

Line Item No: _____

**Total
Amount**

Line Item No: _____

Budget Backup

(Indicate as Appropriate in Numerical Order)

Administration: _____

Program: **X** _____

Agreement No: _____

Modification No: _____

Line Item No: _____

Total
Amount

Line Item No: _____

Total
Amount

Line Item No: _____

Total
Amount

Line Item No: _____

Total
Amount

Jefferson County General Provisions,

Assurances & Certifications

Updated February 3, 2015 (JCCWD)

The SUBRECIPIENT assures and certifies that:

1. The Act

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

2. Administrative

It will comply with administrative and program policies issued pursuant to the Governor's Workforce Development Directives and any additional administrative provisions of the Local and State Workforce Investment Board (WIB), as applicable.

3. Amendments

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

4. Agreements

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

5. Legal Capacity

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

6. Compliance with Laws

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

be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

7. Grievance Procedures

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

8. Nondiscrimination/ Equal Opportunity

As a condition of the award under Title I WIOA from the U. S. Department of Labor, the SUBRECIPIENT assures, with respect to operation of the WIOA Title I funded program or activity and all agreements or arrangements to carry out the WIOA Title I funded program or activity, that it will comply fully with all applicable federal statutes, that it will comply fully with the nondiscrimination and equal opportunity provision of the following laws: the Nontraditional Employment for Women Act of 1991; Title VI of the Civil Rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended, Title IX of the Education Amendments of 1972, as amended; with the Americans with Disabilities Act of 1990: and with all applicable requirements imposed by or pursuant to regulations implementing those laws, and Section 188 of the Workforce Investment Act of 1998.

9. Political Activity

It will comply with the provisions of the Hatch Act, which limits the political activity of employees.

10. Records

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

11. Access to Records

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

12. Sectarian

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

13. Safety

Appropriate standards for health and safety in work and training situations will be maintained. It further understands that it is to be responsible for initiating, maintaining and supervising all health and safety standards and precautions in connection with work and training situations. Health and safety standards established under federal and state laws otherwise applicable to working conditions to participants engaged in programs and activities under Title I of WIOA must be applied per the WIOA Regulation at 20 CFR 667.274(a).

14. Conditions of Employment

Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the participants and/or employees.

15. Workers' Compensation

It will provide workers' compensation or insurance for injuries suffered by participants enrolled in its programs, or others as specifically noted elsewhere in this agreement.

16. Maintenance of Effort

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

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

17. Training Objectives

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

18. Work to be Performed

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

19. Use of Funds Supplanting

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

20. Schedule of Payments

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

Approvals for reimbursement will be determined as follows:

The SUBRECIPIENT shall submit a "Requisition for Payment Invoice" on the forms supplied by the Jefferson County Workforce Investment Board. Reimbursement of WIOA funds will be made to the subrecipients based on Jefferson County's Department of Finance timetable of releasing funds. Appropriate documentation that has been deemed necessary by ADECA and Jefferson County's Department of Finance guidelines must accompany the Requisition for Payment in order to be reimbursed by the Jefferson County Department of Finance. Corrections will be made, if necessary, to expedite payment to the SUBRECIPIENT. **ALL INVOICES WILL BE DUE and PAYABLE UPON RECEIPT BY THE JEFFERSON COUNTY WORKFORCE INVESTMENT BOARD.** All program and fiscal documents must be approved and submitted before final payment can be issued. Final payment will not be made until all closeout documents are authenticated and approved by the Jefferson County Workforce Investment Board. The Grant Closeout Package will be mailed and due within 30 days of the sub-grant ending date.

21. Reports

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

22. Participant Selection

All applicants must be carefully screened to determine the youth's suitability and their chances for success in the program. Participants enrolled in programs funded by this agreement will be enrolled only after certification of eligibility criteria and an objective assessment by the case manager indicating appropriateness of the training. 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.

23. Performance

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

24. Acceptability

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

25. Indemnification

To the fullest extent permitted by law, the SUBRECIPIENT shall indemnify and hold harmless the governing body of Jefferson County, AL, and their respective officers, agents, employees and representatives against liability, claims, damages, losses, costs and expenses, including but not limited to attorney's fees, for or on account of any claims, suits, or damages of any character whatsoever, which result from injuries, actual or perceived, by or to any person or property, which are attributable in whole or part to any negligent or willful act or omission of any officer, employee, agent or representative of the SUBRECIPIENT. This section refers only to Title I WIOA funded programs.

26. Contingency

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

27. Bank Account

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

28. Bonding

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

29. Procurement and Property

It shall have written procedures for procurement transactions. These should utilize procedures that comply with the requirements noted at 29 CFR 97.36 and those detailed in the statewide WIOA Procurement Standards Manual. Procurement of consumable supplies or materials, equipment, and services made pursuant to this agreement shall be made by purchase order or written contract.

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

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

It will be the responsibility of the SUBRECIPIENT to maintain a current inventory of all property acquired with WIOA funds provided by the JCWIB/ADECA in accordance with the ADECA Equipment Procedures Manual for Recipients and Subrecipients (www.adeca.alabama.gov).

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

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

30. Subcontractor

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 and for which there is compensation. This SUBRECIPIENT shall not contract with the subcontractor to perform any work, labor, services, duties, or functions without the prior written approval of Jefferson County. In the event that a subcontractor is approved by Jefferson

County or an agent of, the SUBRECIPIENT shall make no substitution for any subcontractor, person or entity previously approved by Jefferson County without the prior written approval of Jefferson County.

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

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

31. Assignment of Interest

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

32. Conflict of Interest – Real or Apparent

By signing this agreement that no person under its employ or control who presently performs functions, duties or responsibilities in connection with Jefferson County or WIOA Title I 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 subcontracts and sub-grants.

33. Monitoring, Evaluation and Audit

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

34. Modifications

- (A) The SUBRECIPIENT must submit a written request for a modification prior to changing any line item or participant service level contained in this agreement. Line item modifications may be granted of 25% or less by the Director or Deputy Director of the Department of Community and Economic Development upon written request. Such requests for modification of activity shall be in the hands of Jefferson County, AL no later than five (5) workdays prior to the termination of the agreement.
- (B) All modifications initiated by the SUBRECIPIENT will be mutually agreed upon by the parties to this agreement.
- (C) Jefferson County may make a unilateral modification to this agreement at any time as long as such modification does not terminate said agreement.
- (D) Upon approval, expenditures may exceed the budgeted line item by **25%** of the approved line item amount as long as the item(s) to be purchased are itemized in the agreement (Form 6 itemization). This variance applies to budgeted equipment as long as the total number of units budgeted is not exceeded and the total budget for equipment in any project is not exceeded. The equipment purchased must have already been a budgeted line item for this policy to be applicable.
- (E) No changes may be made in staff positions, salaries, or classifications without prior written approval by modification of contract.

35. Disallowed Cost Disputes

- (A) It shall assume complete and total responsibility for repayment to Jefferson County of any funds improperly expended pursuant to this agreement. The SUBRECIPIENT shall also at any time, either during the duration of this agreement or subsequent to its termination, submit to and cooperate with any audits or investigations initiated in regard to this

agreement by either Jefferson County, Alabama Department of Economic and Community Affairs, the U.S. Department of Labor, or their designees.

- (B) Jefferson County reserves the right to at any time withhold payments due to the SUBRECIPIENT in an amount sufficient to recoup any prior payment or payments made to the SUBRECIPIENT for funds expended under this Agreement that have subsequently been determined to be unauthorized pursuant to this Agreement or the Act by Jefferson County, the U.S. Department of Labor, or their designees. Jefferson County further reserves the right to withhold any payment due to the SUBRECIPIENT until such time as the SUBRECIPIENT has attained all performance outcomes for reimbursement as set forth in Section 23 of this Agreement, and completed, to Jefferson County's satisfaction, any and all final reports, documents, or other information as may be required by Jefferson County.
- (C) It agrees to attempt to resolve any dispute which may arise from this Agreement by administrative process and negotiations in lieu of litigation and to continue performance under this Agreement during any such dispute. Any dispute concerning question of fact which is not resolved by informal means shall be decided by Jefferson County with said decision reduced to writing and provided to the SUBRECIPIENT. Nothing in this section shall be construed as preventing the SUBRECIPIENT from appealing any such decision pursuant to the Act.
- (D) It will have protest procedures to handle and resolve disputes relating to its procurements. A protester shall exhaust all administrative remedies with Jefferson County before pursuing a protest at a higher level.

36. Termination

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

- A. Termination for convenience. Jefferson County may terminate for convenience. Jefferson County shall give seven (7) calendar days advance written notice of the effective date of such a termination to the other party to the agreement. The SUBRECIPIENT shall be entitled to receive just and equitable compensation for any work or services satisfactorily performed hereunder through and until the date of termination.
- B. Termination for cause. Jefferson County may terminate this agreement when it has determined that the SUBRECIPIENT has failed to provide any one or all of the services specified or to comply with any of the provisions contained in this agreement. If the SUBRECIPIENT fails to perform in whole or in part under this agreement or fails to make sufficient progress so as to endanger performance, Jefferson County will notify the SUBRECIPIENT of such unsatisfactory performance in writing. The SUBRECIPIENT will have seven (7) working days from the date of notification in which to respond with a plan agreeable to Jefferson County for correction of the deficiencies. If the SUBRECIPIENT does not respond with appropriate plans, Jefferson County will serve a termination notice on the SUBRECIPIENT, which will become effective immediately upon receipt. In the event of such termination, Jefferson County shall be liable for payment only for work or services rendered prior to the effective date of the termination; provided however, that such services performed are in accordance with the provisions of this agreement.
- C. Right to Appeal. The SUBRECIPIENT shall have the right to appeal any determination made by the Office of Community and Economic Development under this section to the County Manager; however, if the SUBRECIPIENT has failed to submit an appeal within seven (7) calendar days from written notice of the termination and/or has failed to

request and receive approval from Jefferson County for extension of such, then he shall have no further right of appeal.

- D. No Appeal. In any case where Jefferson County has made a determination of the amount due the SUBRECIPIENT, Jefferson County shall pay to the SUBRECIPIENT the following:
 - 1. If there is no right to appeal hereunder or if no timely appeal has been taken, the amount so determined by Jefferson County, or
 - 2. If an appeal has been taken, the amount finally determined on such appeal
- E. Deduction. In arriving at the amount due the SUBRECIPIENT under this section, there shall be deducted: any claim Jefferson County may have against the SUBRECIPIENT in connection with this agreement.
- F. Adjustment. If the termination hereunder be partial, prior to the settlement of the terminated portion of this agreement, the SUBRECIPIENT may file with Jefferson County a request, in writing, for an equitable adjustment of the price or prices specified in the agreement relating to the continued portion.

37. Product

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

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

38. Cost of Contract

- (A) The total amount of this agreement shall not exceed the amount stated on Form 1.
- (B) Costs budgeted under this contract are those administrative and program costs that are properly chargeable to WIOA fund sources. Costs incurred will be allocated to those fund sources according to the contractor's cost allocation plan.
- (C) The SUBRECIPIENT will only use funds provided in this agreement for expenditures authorized and detailed in the Budget Section incorporated herein. Funds provided under this agreement cannot be used as payment for any cost or obligation incurred prior to the effective date of this agreement.
- (D) No over expenditures will be allowed for the total individual cost category amount of the program budget of this agreement. Those specific line items, which compose the program budget, may not be changed unless such changes are demonstrated to be necessary for the completion of the agreement and a written request for modification is submitted to and approved by Jefferson County. The written request shall include specific information which justifies such modification and shall depict changes to or deletions from the current established budget in a legible and accurate manner.
- (E) Any time prior to the expiration of this agreement, Jefferson County may remove from the stated total cost of this agreement a proportional share of such funds as Jefferson County determines will remain unexpended upon expiration of the term of this agreement and such funds may be reallocated to other proper purposes by Jefferson County.
- (F) The SUBRECIPIENT shall not rent, lease, lease-purchase or acquire an Interest in property or equipment, the cost of which would be charged to this agreement, unless specifically

authorized to do so in the aforementioned program budget, and without the prior written approval of Jefferson County. Where the program budget authorized the acquisition of an interest in property or equipment to be charged to this agreement, SUBRECIPIENT shall immediately upon the termination of this agreement, surrender title and possession of all such property or equipment to Jefferson County, Alabama Department of Economic and Community Affairs, or to the agency designated by the U.S. Department of Labor, where such a designation is made. Titles to property acquired or produced by a commercial SUBRECIPIENT with funds under this agreement shall vest in the awarding agency (Jefferson County) at time of purchase.

39. Public Relations

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

40. Federal Regulation Compliance

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

In appropriate circumstances the SUBRECIPIENT agrees to comply with all applicable standards, orders, or regulations issued pursuant to the following: The Contract Work Hours and Safety Standards Act, 40 U.S.C./327-33; and Davis-Bacon Act, 40 U.S.C. 276a-2762-7; and the Copeland (Anti-Kickback) Act, 40 U.S.C. 276c and 18 U.S.C. 874. Also, Jefferson County may include, as a part of this agreement, specific provisions with respect to the aforementioned statutory provisions, standards, orders and regulations.

41. Amendments

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

42. Successors

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

43. Written Notice

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

44. Warranty

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

45. Rights and Remedies

- (A) The duties and obligations imposed by this agreement and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights or remedies otherwise imposed or available by law.
- (B) Jefferson County shall be entitled to exercise any and all administrative, contractual, and legal rights and remedies imposed by or available to Jefferson County in the event of a breach or violation of this agreement by the SUBRECIPIENT.
- (C) No action or failure to act by Jefferson County or the SUBRECIPIENT shall constitute a waiver of any right or duty afforded any of them under this agreement, nor shall any such

action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

46. Suspensions of Payment

Payment under this agreement may be suspended in the event that the SUBRECIPIENT has an outstanding audit exception under any program funded by Jefferson County.

47. Audit Requirements

It shall comply with the ADECA Audit Policy Manual as amended and the applicable requirements of OMB Circular A-133.

48. Debarment and Suspensions Certification

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

No RECIPIENT or SUBRECIPIENT shall make any sub grants or permit any contract or subcontract at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs in accordance with the Department of Labor regulations 29 CFR Part 98.

The SUBRECIPIENT certifies, by signing this agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

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

49. Certification Regarding Lobbying

All WIOA Title I RECIPIENTS and SUBRECIPIENTS must comply with the restrictions on lobbying which are codified in the U S Department of Labor regulations at 29 CFR Part 93 (20 CFR 667.200 (e)). No Federal Appropriated Funds have been paid or will be paid, by or on behalf of the SUBRECIPIENT, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or any employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal Appropriated Funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the SUBRECIPIENT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

50. Audit Exception Unresolved Questioned Costs/Outstanding Debts

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

51. Relocation

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

52. Code of Standards

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

53. Public Service Employment

It will ensure that no funds available under this agreement are used for public service employment.

54. Employment Generating Activities and Foreign Travel

It will ensure that no funds available under this agreement are used for employment generating activities, economic development activities, investment in revolving loan funds, capitalization of businesses, investment in contract bidding resource centers, and similar activities, unless they are directly related to training for eligible individuals (20 CFR 667.262 (a)). The SUBRECIPIENT will also ensure that no WIOA Title I funds are spent on wages of incumbent employees during participation in economic development activities provided through a Statewide Workforce Innovation and Opportunity Act System. The SUBRECIPIENT will ensure that no funds under this agreement shall be used for foreign travel.

55. Tryout Employment

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

56. Reports of Violations

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

57. Drug Free Work Place

It certifies by execution of this Agreement that it will comply with Subpart F, Drug-Free Workplace Requirements as codified by the U S Department of Labor (20 CFR 667.200(d)). A separate certification, specific to the site, of performance relative to the agreement is also required (29 CFR Part 98.630).

58. Insurance

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

Insurance Minimum Coverage:

Contracting party shall file the following insurance coverage and limits of liability with the County’s Human Resource Department and Purchasing Dept. before receiving WIOA funds with the County. General Liability:

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

Automobile Liability:

\$1,000,000	Bodily injury and property damage combined coverage; any automobile including hired and non-owned vehicles
-------------	--

Workers Compensation and Employers Liability:

Umbrella Coverage:	\$100,000	limit each occurrence
	\$1,000,000	each occurrence
	\$1,000,000	aggregate

Added Additional Insured by Endorsement: Jefferson County Commission

59. Governing Law

This contract is made and entered into in Jefferson County, Alabama. The interpretation and enforcement of this Agreement will be governed by the laws of the State of Alabama. The parties agree that jurisdiction and venue over all disputes arising under this Agreement shall be the Circuit Court of Jefferson County, Alabama; Birmingham Division.

60. Grant Funds Paid

The County, the contractor and/or the contractor’s representative signed below certify by the execution of this Agreement that no part of the funds paid to contractor pursuant to this Agreement nor any part of the services, products or any item or thing of value whatsoever purchased or acquired with said funds shall be paid to, used by or used in any way whatsoever for the personal benefit of any member or employee of any government whatsoever or family member of any of them, including federal, state, county and municipal and any agency or subsidiary of any such government; and further certify that neither the contractor, nor any of its officers, partners, owners, agents, representatives, employees or parties in interest has in any way colluded, conspired, connived, with any member of the governing body or employee of the governing body or any other public official or public employee, in any manner whatsoever, to secure or obtain this Agreement and further certify that, except as expressly set out in the scope of work or services of this Agreement, no promise or commitment of any nature whatsoever of anything of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this Agreement.

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

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

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

62. Representation

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

JEFFERSON COUNTY COMMISSION

SUBRECIPIENT

By: James A. Stephens
President

By:

print name and title of signatory official

Date:

Date:

State of Alabama
Disclosure Statement
(Required by Act 2001-955)

ENTITY COMPLETING FORM

Agreement Number

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

()

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

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

()

This form is provided with:

Contract Proposal Request for Proposal Invitation to Bid Grant Proposal

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

Yes No

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

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

Yes No

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

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

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

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

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

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

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

Signature Date

Notary's Signature Date Date Notary Expires

Act 2001-995 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000.

Signature Certification

Date:

Company Name:

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

Signature:

Title:

Phone#:

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

1.

2.

3.

4.

5.

Service Provider Memo

TO: Potential Service Provider

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

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

Signature - Agency/Organization's

Date

Authorized Signatory Official

Statement of Qualifications for Bidder's List

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

Add W-9 and insurance policy