



## **Jefferson County Workforce Investment Board**

# **Request for Proposals Workforce Investment Act (WIA) Out-of-School Youth 2014 Program: GED or Occupational Skills Training**

**Proposal Due Date:**

February 21, 2014 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 3<sup>rd</sup> Avenue South

Birmingham, Alabama 35222

**RFP Issued:**

January 27, 2014

*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	February 21, 2014 4:00 pm
Submittal Location	Keith Strother Program Manager Re: WIA Youth Services RFP Jefferson County Center for Workforce Development 3420 3 <sup>rd</sup> Avenue South Birmingham, Alabama 35222
Bidding process	Competitive
Services	WIA Youth Services, various academic enhancements, occupational skills training and supportive services
Contract Type	Performance-based and Cost Reimbursement
Contract Term	July 1, 2014 - June 30, 2015 with option to renew for an additional two years
Program Contact	Derek Marshall marshallde@jccal.org 205-324-0061
RFP Contact	Derek Marshall marshallde@jccal.org 205-324-0061
RFP Issued	January 27, 2014

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## **Overview**

The Jefferson County Workforce Investment Board is seeking competitive bids for the Out of School Youth Program (OSYP) funded by the US Department of Labor through the Alabama Department of Economic and Community Affairs. The OSYP is a training program for low income youth, ages 17-21, who are high school drop outs or face other barriers to education or employment. WIA services to eligible youth are designed to assist 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 that are basic skills deficient. Proposing organizations must demonstrate that they have the capability to provide year-round WIA 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 Investment Act of 1998 (WIA)**

Funds for this RFP are made possible by the Federal Workforce Investment Act. WIA 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 self-sufficient employment.

The purpose of Youth Programs under WIA is: (1) to provide, to eligible youth seeking assistance in achieving academic and employment success, effective and comprehensive activities, which shall include a variety of options for improving educational and skill competencies and provide effective connections to employers; (2) to ensure on-going mentoring opportunities for eligible youth with adults committed to providing such opportunities; (3) to provide opportunities for training to eligible youth; (4) to provide continued supportive services for eligible youth; (5) to provide incentives for recognition and achievement to eligible youth; and (6) to provide opportunities for eligible youth in activities related to leadership, development, decision-making, citizenship, and community service.(Workforce Investment Act, Section 129(a)

### **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 certification or Out-of-School Youth Occupational Skills Training under the Workforce Investment Act, Title I-B. Contracts resulting from this RFP are anticipated to commence July 1, 2014 and end June 30, 2015. Based on the availability of future funding and the Subrecipients performance, the Jefferson County Workforce Investment Board (JCWIB) reserves the option to renew the contract for two years; with re-negotiation to be initiated by JCWIB before the expiration of the contract's first and second year. In order for JCWIB to exercise a second or third year option, the Subrecipients must meet the performance requirements as outlined in the contract. However, 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 Out-of-School Youth Occupational Skills Training Program. All proposals should clearly indicate whether they are General Education Development (GED) or Occupational Skills. Proposals cannot be combined. Achieving the best results is the key; therefore, no preference or penalty will apply to those who bid in more than one category. The JCWIB will not consider bids below \$50,000.

Each bidder must be familiar with state and federal requirements of the Workforce Investment Act. Specific information can be found in the Workforce Investment Act, Section 129(c) and 20 CFR Part 664. Additional 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/wia/act.cfm>

## Eligible Bidders

Proposing organizations may be public or private, for profit or not-for-profit, local educational institutions, government agencies serving Jefferson County, community or faith based organizations 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. Organizations must also show that it has additional funding sources and will not be dependent on WIA 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.

Agencies should have 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 WIA 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 WIA 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 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 Youth Services **MUST** attend the bidder's conference to be held:

Monday, February 10, 2014  
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 4 pm, February 7, 2014, via email, to Derek Marshall, Youth Program Coordinator, [marshallde@jccal.org](mailto:marshallde@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/>.

## 2014 Procurement Timeline

January 27	Release RFP
February 3	Posting of questions and answers on website
February 7	Last day to submit questions
February 10	Bidders conference (Doors close promptly at 10 am)
February 21 by 4 pm	Proposals due
February 24-28 at 10 am	Review, evaluate proposals and oral presentations
March 3	Mail Award/Denial Letters
March 10 by 4 pm	Appeals Due
March 10-13	Review of Appeals
March 14	Contract awards announced
March 17-21	Begin site visits and contract negotiations
July 1	Contract period begins

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

## About the Jefferson County Workforce Investment Board

The mission of the JCWIB is to champion a workforce and learning system that allows Jefferson County to deliver strong and sustainable economic growth, with lifelong employment and training opportunities. The JCWIB client base includes youth, adults, dislocated workers and employers.

JCWIB is a governmental organization that supports and funds training and employment services, and connects job seekers with employers. Through strategic partnerships with educational institutions, business, labor, and community organizations, the JCWIB supports innovative employment-related programs that provide certifications that are nationally recognized. These programs create employment opportunities that lead to independence and economic self-sufficiency, while nurturing a vibrant, well-trained workforce.

JCWIB is particularly committed to local youth and helping them to engage in their own development and progress toward long-term self-sufficiency.

## About Jefferson County

Jefferson County (Jefferson County Workforce Investment Area) has an estimated population of 658,931. About 23.5 percent of the population is under the age of 18 ([quickfacts.census.gov](http://quickfacts.census.gov)) with a median age of 37.3 (BBA). The pregnancy rate is 29.6 percent per 1,000 females ages 10–19 ([media.alabama.gov](http://media.alabama.gov)). Reports show more than a third of college-bound students who graduated from Alabama high schools in 2011 required remedial courses in college ([universitybusiness.com](http://universitybusiness.com)).

The Public Affairs Research Council of Alabama found that 53 percent of high school graduates enrolled in a two-year or four-year college or university. PARCA reported that 35 percent of those statewide who enrolled were unprepared, having to take one or more remedial courses. The study showed that 12 percent of the enrollees had to take both remedial math and remedial English. Jefferson County was within one point of the state average.

Median household income is \$45,415. About 17 percent of families live in poverty, compared to a state average of 18.1 percent ([quickfacts.census.gov](http://quickfacts.census.gov)). Unemployment is at or about 6.5 percent (City of Birmingham 8.4%). The largest employers in the county include University of Alabama at Birmingham, Baptist Medical Centers, Bellsouth, Blue Cross Blue Shield of Alabama and Jefferson County Board of Education ([informationbirmingham.com](http://informationbirmingham.com)). The local economic development community has placed a priority

on diversifying and strengthening the county's economy by retaining, expanding, and attracting high-wage industries. However, potential industries are concerned about local workforce skills.

Youth struggle to find financial resources to attend college or postsecondary schools and when enrolled, struggle with the challenge of being first-generation college students. Reliable transportation is also a challenge for youth, since public transportation is limited in Jefferson County.

As a result of an analysis of local area resources and challenges, JCWIB has placed a priority on funding programs that deliver the following results for WIA eligible youth:

- 1) Increase basic skill levels for youth deficient in these areas.
- 2) Increase GED attainment.
- 3) Increase the employability of young people through the attainment of industry standard skill certificates, postsecondary education degrees, internships, and apprenticeships in high demand occupations.

Strong proposals will produce positive program results and contribute to the JCWIB goal of increasing the standard of living of its residents and providing a strong and viable workforce for the business community.

## **Scope of Services**

### **Service Delivery and Program Management Requirements**

Bidders must furnish satisfactory evidence of their ability to successfully provide their proposed services in accordance with the terms and conditions of this RFP. Bidders are responsible for outreach and recruitment, financial management; management information system (MIS) documentation, performance attainments, tracking, training, job readiness, periodic reporting and other services deemed necessary and case files for all in-house and vendored services.

### **Quarterly Status Reports to JCCWD**

In order to help the JCCWD and its provider partners track system performance on an ongoing basis, Jefferson County WIA Youth Services bidders will provide quarterly status reports that detail youth outcomes and program outputs. Quarterly report formats will be provided by e-mail to staff in the format outlined by JCCWD.

### **Staff Qualifications**

All staff working with youth should have the necessary background checks to work with youth under age 18. Bidding organizations' staff members should consist of: experienced/credentialed psychologist/counselors, certified mental health professionals, experienced/certified social workers and experienced/credentialed instructors with a minimum of 5 years working with high risk youth.

### **Target Population and Eligibility**

WIA youth programs are intended to provide a rich array of age-appropriate services that target economically disadvantaged youth, ages 17-21, who are high school dropouts or face barriers to finding stable employment.

Under WIA in Jefferson County, a youth is eligible for services if he or she is:

1. A citizen of the United States; and
2. Age 17 through 21; and
3. In compliance with the Selective Service Act (only relevant for males 18-21); and



4. Identified as low-income with one or more of the following barriers:
- deficient in basic literacy skills (8.9 grade level or below in reading or math)
  - a school dropout
  - homeless, a runaway or a foster child
  - pregnant or a parent
  - an offender
  - needs additional assistance as defined by JCWIB.

Note: Up to 5 percent of participants may be individuals who do not meet the income criteria, but do meet one or more of the above-mentioned barriers.

**Current Lower Living Standard Income Level (LLSIL) by Family Size**

Family Size	Maximum Income Level
1	12,653
2	20,732
3	28,456
4	35,131
5	41,464
6	48,494
7	55,524

**Note:** The LLSIL is subject to change based on the minimum level of established self-sufficiency criteria at the State or local level.

Subrecipients are responsible for the initial determination of WIA eligibility of all youth participants 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, TABE assessment, case management and determination that the applicant meets the criteria required by 20 CFR Sections 664.200, 664.220 and 664.250. Under the WIA, all youth must meet eligibility criteria and be determined eligible for the program prior to enrollment and receipt of WIA funded services.

**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**

The Workforce Investment Act requires eligible youth to receive 6 core services and have access to 10 program elements.

Organizations with expertise in particular core services or youth program elements are welcome to respond to this RFP, but coordination plans will be required amongst winning bidders so that youth receive continuous core services. Organizations must make it very clear which core services they propose to provide.

**Core Services**

All bidders must ensure that they will provide the following six 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 communicating with schools and community organizations regarding recruitment efforts. 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.
2. **Eligibility Determination and Registration.** Registration includes completion of the WIA youth eligibility form, verification of the information provided, and determination that the applicant meets the WIA eligibility criteria. JCCWD will provide technical assistance on the eligibility determination process.
3. **Objective Assessment.** Each participant shall be provided with an objective 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 ISS is an age-appropriate, individualized, written plan of long- and short-term goals that includes employment, involvement in WIA youth program elements, and personal support services. 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 WIA 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 managers and youth work together in a documented, goal-oriented, participant-centered process that 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.
6. **Referral.** Eligible youth who do not enroll in WIA 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 youths 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.

## Ten Program Elements

WIA requires ten program elements to be accessible to all enrolled youth as needed. Which of these ten services will be accessed by a WIA youth participant will depend upon the needs and outcome goals documented in the youth's ISS. Bidders must 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. The 10 program elements improve youths' educational achievement, prepare youth for entry and success in employment, and support youth development.

### Improving Educational Achievement

1. **Tutoring, study skills training, and instruction** leading to secondary school completion, including dropout prevention strategies.\* (include in your Problem Statement (C), page 16)
2. Alternative secondary school offerings, as appropriate.\* (include in your Problem Statement (C), page 16)
3. **Summer employment opportunities** for out of school youth must be directly linked to academic and occupational learning. *Note: Summer employment opportunities are handled under a separate RFP and do not apply to this RFP.*

### Preparing For Entry and Success in Employment

4. **Paid and unpaid work experiences**, including internships and job shadowing. 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. It may also include summer employment opportunities. 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.\* (include in your Problem Statement (C), page 16)
5. **Occupational skills training** is the development of primary occupational skills to perform tasks and technical functions required by specific occupational fields. Instruction in job-specific and basic skills in a specific job or industry should be related to local labor market demand. 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 WIA adult resources for older youth).\* (include in your Problem Statement (C), page 16)

### Supporting Youth Development

6. **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.
7. **Supportive services** that 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.
8. **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.
9. **Adult mentoring** for a duration of twelve (12) months may occur during both program participation and follow-up. 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.

*\*denotes priority elements*

10. **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 is 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.

## **Employment and/or Postsecondary Education for Youth**

Many disadvantaged out-of-school youth who are seventeen or older require specialized assistance to transition successfully into postsecondary education and /or employment. In addition to providing access to the 10 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, interest, 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, on-the-job "survival skills", and other post-placement services aimed at increasing job retention and satisfaction.

#### **a. Employer Connections**

Many youth programs have built connections to a wide range of local employers. Youth are placed in summer jobs or internships with area businesses and community-based organizations, while other employers participate as job-shadow hosts and mentors for young people.

Bidders are encouraged to include innovative and sustainable employer partnerships in their WIA Youth Program. These connections must lead to youth placements in employment and 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 certification that will lead to employment placement or career progression upon completion. Priority should be given to training in growth industries. 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.

## **WIA Performance Measures**

Under the WIA, local workforce areas are held accountable for the performance of the workforce system. For youth, these performance measures are divided into older and younger youth categories.

The table below provides additional detail on each of these measures.

#### **Youth (ages 17-21)**

- Entry into unsubsidized employment;
- Retention in unsubsidized employment six months after entry into employment;
- Earnings received in unsubsidized employment six months after entry into employment; and
- Attainment of basic skills and, as appropriate, work readiness;
- Placement and retention in postsecondary education, advanced training, military service, employment, or qualified apprenticeships.
- Attainment of a recognized credential relating to achievement of educational skills, which may include attainment of a secondary school diploma or its recognized equivalent, or occupational skills, by participants who enter unsubsidized employment or who enter postsecondary education, advanced training or unsubsidized employment

#### **Common Measures & Goals (17-21)**

The Workforce Investment Act measures the success of the WIA Youth Program services based on a specific set of required performance measures. These performance measures include three Department of Labor (DOL) defined measures for youth served in the program:

- Placement in Unsubsidized Employment or Education 61% of all youth
- Attainment of Degree or Certificate 56% of all youth
- Literacy and Numeracy Gains 57% of all youth

**All subrecipients are expected to meet or exceed the above stated 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 Training and Employment Guidance Letter No. 17-05 as issued by the US Department of Labor on February 17, 2006. This Guidance Letter provides significant detail on how these performance measures are calculated.

JCCWD will require documented attainment of placement into unsubsidized employment or enrollment into postsecondary education/advance training/occupational skills training. These goals will be monitored and evaluated on a quarterly basis. 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) and Occupational Skills Training (OST)**

### ***General Education Development (GED)***

The GED tests are designed to measure the major and lasting outcomes students normally acquire by completing a typical high school program of study who did not graduate from high school.

***GED Program Goal*** The overall goal is to provide youth with the skills necessary to build successful careers. Most youth will have the ability to attain their GED within three to nine months of program participation. The contractor will provide basic skills instruction, GED instruction, tutoring, study skills training and alternative learning methods, such as project-based and computer-assisted learning.

***GED Program Outcomes*** The youths' educational levels **must** be increased. Specifically, they will earn a GED. Youth will be placed in further educational/occupational training and/or employment. Moreover, the youth will have a start on making their vision of their future employment a reality.

***GED Program Design Issues*** The design of the GED program should address each of the following issues:

In order to create greater year-round success and in preparation for the GED test, 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 WIA 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 provider should remain involved with youth from the time of enrollment until they complete their GED and begin postsecondary education or employment. This involvement can span both the active enrollment and follow-up phases of WIA, but must ensure that youth have access, at minimum, to case management, even during the follow-up stage.

- Educational opportunities will 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.
- Research shows that the long-term earnings of GED holders are higher than earnings for dropouts without additional education credentials, but lower than earnings of high-school graduates. **While GED attainment should remain a top priority for most OSY programs, service strategies must reach beyond the GED to support youth entry into postsecondary education or into employment that will lead to self-sufficiency.** Strong proposals **must** demonstrate program outcomes that demonstrate progress toward these goals.

## Occupation Skills Training (OST)

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 attainment of full-time, 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 19-21), with a recognized high school diploma or GED must connect youth to advance 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 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, and community-based organizations.
- 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.
- 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 postsecondary education or advanced training. It is especially critical to provide these youth with comprehensive employment services during their enrollment in a WIA program that include a strong connection to the workplace. **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 may be requested.**

# 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., February 21, 2014.**

## Submittal Requirements

Proposals must be submitted to:

Keith Strother

Program Manager

Re: Youth Services RFP

Jefferson County Center for Workforce Development

3420 3<sup>rd</sup> 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 or OSY Occupation Skills Training PY 2013".

## Format Requirements

Bidders must use the forms provided or computer-generated forms, and plain 8 1/2" x 11" paper, 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 do not include *all* applicable information and forms will not be considered.**

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

**The Project Narrative** (The entire project narrative is limited to 15 pages)

The project 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.

### 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 2014.
- 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 WIA youth in relation to the four priority elements denoted by an asterisk (\*) on page 10 of this RFP. Describe the problems associated in reaching WIA eligible youth living in Jefferson County.

### **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 two or more of the four priority elements and any additional WIA elements, 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. Further discuss how the youth will be served. All GED participants must be a high school drop-out, age 17 – 21. Out-of-School Occupational Skills participant 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);
  - Paid/Unpaid work experiences, internships, and job shadowing, occupational skill training, leadership development, job placement);
  - Supportive services;
  - Cost per participant;
    - “Direct to participant” funds (this includes youth training costs, participant wages, participant stipends and supportive services); and
    - Program services timeline that reflects 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 key personnel who will be involved in administering a contract resulting from this proposal.

Provide a copy of your 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 WIA funds.

If the award of a contract based on this proposal will require your 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 your 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 WIA 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 WIA 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 WIA-required documentation and record keeping such as:
  - Collecting data and preparing WIA 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. WIA Mandated Performance Outcomes**

WIA requires that JCWIA achieve certain performance outcomes for its WIA-funded youth programs. As a result, JCWIB is requiring all subrecipients to achieve these same performance outcomes for their individual WIA-funded youth program. The required performance outcomes will be set forth in the final contract.

As discussed above in this RFP, every bidder is required to include in its proposal detailed performance measurements that comply with the WIA-Mandated Performance Measurements set forth in Appendix A to this RFP. The performance measurements will be used by 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 if the contractor fails to comply with the performance measurement requirements and renders JCWIB unable to determine whether or not the contractor has achieved the performance outcomes – they have the right to terminate the contract and cease all funding of the contractor’s WIA 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, entry into a post-secondary educational institution, or numeracy/literacy gains, 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 Appendices of this RFP that contain the WIA Mandated Performance Measures (Appendix A) and the Training and Employment Guidance Letter (TEGL) No. 17-05 which can be found at [http://wdr.doleta.gov/directives/corr\\_doc.cfm?DOCN=2195](http://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=2195) which provides 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 JCWIB to hold subrecipients accountable for the performance outcomes imposed on JCWIA for WIA-funded youth programs.

### **G. Statement of Experience**

A statement of experience shall be prepared on letterhead of the bidding organization and signed by the authorized agent and must include the following:

- i. 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.
- ii. *Copies* of current business license(s) and permits, as necessary.
- iii. Identify the number of years the bidder has been in business under the present business name, as well as prior business names.
- iv. Suspension requirements from prior contracts or an applicable statement that the bidder has not been suspended from any prior contracts.
- v. Completed Statement of Qualifications for Bidder List (see Attachments).
- vi. 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 cover transactions.
- vii. Evidence that the WIA funding requested in its proposal submitted under this RFP will not exceed 50% of the organization's gross revenue.
- viii. Completed Disclosure Statement (see Attachments).

### **H. Financial Statements/Audit Requirements**

Provide a copy of the most recent and complete audit and/or financial statements available for your 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). Your 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 subrecipients that previously submitted acceptable evidence of insurance are not required to provide this letter.*

### **The Proposal Budget**

The purpose of the Project 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. Project 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 WIA funds. Bidders are highly encouraged to supplement WIA funds with funds from other sources.

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 Derek Marshall at [marshallde@jccal.org](mailto:marshallde@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 within the organization that will be responsible for the implementation of the project. A current resume of all personnel included on the organizational chart shall be attached. This 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.

**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 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.

**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 stipends 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-WIA 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** – WIA funds cannot be used for lobbying activities (Attachment XII).
- c. **Fundraising** – WIA 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 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.

### Project Narrative – 50 Points

#### (1) Problem Statement: Youth Identification

- Targeted youth groups include school dropouts, pregnant and parenting teens, youth on probation and/or parole, foster youth, and/or youth deficient in basic literacy skills.
- Data to support the needs of the youth to be served.
- Proposal states recruitment methods used to identify and enroll the targeted groups and specifically the out-of-school youth.
- The activities are to be age appropriate, interesting and beneficial and likely to attract youth.

#### (2) Project Plan

- Description of the WIA program elements and how they will be provided.
- Description of how the program is designed to address recruitment, objective assessment and individual service strategy.

#### (3) Proposal Program Implementation

- WIA priority program elements that make this proposal unique are stated and measurable.
- The bidder will provide a “custom” program.
- 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 targeted youth.

(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.
- Goals for placing youth in employment or education are clearly stated.
- Goals for youth attainment of a degree or nationally recognized certificate are clearly stated.
- Numeracy and Literacy gains for basic skills deficient out-of-school youth are clearly stated.

**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 WIA-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 WIA 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 ranked 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 JCWIA 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 Council who 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 JCWIB review.

If a bidding organization has little or no experience administering a WIA Youth Program, the JCWIB may require a WIA 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 WIA Youth Program. This may also include limiting youth participant numbers. These provisions are to ensure the overall performance outcomes.

### **Notification Process**

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

### **Rejection of Proposal**

JCWIB reserves the right to reject any and all proposals received pursuant to this RFP. JCCWD will not pay for any information herein requested, nor is it liable for any costs incurred by those submitting proposals. JCWIB reserves the right to select the contractor(s) who will most 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 Council Chairperson  
3420 3<sup>rd</sup> Avenue South  
Birmingham, AL 35035

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

The Youth Council 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 Summary** (written on organization's letterhead)
- **Table of Contents**
- **Proposal Cover Sheet**
  - Statement of Qualifications for Bidders List
  - Signature Certification
  - Service Provider Memo
  - Form 1 (WIA Contract Agreement)
  - Form 2 (WIA Contract Summary)
  - Form 3 (Budget Cover Sheet)
- **The Project Narrative**
  - Problem Statement
  - Plan and Implementation
  - Program Performance Measures and Outcome
  - Statement of Experience
  - Formalized Agreements (Business Licenses (City, County, State), Lease, Insurance)
  - Locations to be served
- **The Project Budget**
  - The Budget Narrative
  - Form 5 & 6 (Budget Forms)
  - Organizational Chart
  - Financial Audit/Statements (include copy of W-9)
- **Certifications and General Provisions**
  - Form 7 (Certification Regarding Lobbying)
  - Form 8 (Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Lower Tier Covered Transactions)
  - Form 9 (Jefferson County General Provisions)
  - Disclosure Statement



## **Additional Information**

### **APPENDICES**

Appendix A WIA Youth Performance Measures

Appendix B Glossary of WIA Terms

### **ATTACHMENT LISTING (FORMS)**

Form 1 WIA Contract Agreement

Form 2 WIA Contract Summary

Form 3 Budget Cover Sheet

Form 5 Budget (Program)

Form 6 Budget Backup

Form 7 Certification Regarding Lobbying

Form 8 Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Lower Tier Covered Transaction

Form 9 Jefferson County General Provisions, Assurances and Certifications

Disclosure Statement

Signature of Certification

Provider Memo

Statement of Qualifications for Bidders List

## Appendix A

### WIA Youth Performance Measures

There are four measures for older youth (19-21) and three measures for younger youth (14-18). The measures are:

#### **Older Youth**

Entered Employment Rate	Measures the number of youth who did not have a job before services and got a job after services
Employment Retention Rate	Measures the number of youth who had a job after leaving services and still had a job 6 months later
Earnings Change	Compares earnings youth had before services and 6 months after services
Credential Rate	Measures acquisition of recognized credentials 6 months after services by youth who were in jobs or further education right after services, credentials defined locally

#### **Younger Youth**

Skill Attainment Rate	Measures the attainment of basic, work readiness or occupational skills while receiving services
Diploma or Equivalent Rate	Of those who enter without a diploma or equivalent, measures the number of youth who receive one by the time they leave services. In-school youth that leave services and are still in school are excluded from this measure
Retention Rate	Measures the proportion of youth that are in the following activities 6 months after they leave services: <ul style="list-style-type: none"><li>• Post-secondary education</li><li>• Advanced training</li><li>• Employment</li><li>• Military service</li><li>• Qualified apprenticeships</li></ul>

## Appendix B

### Glossary of W IA Terms

<b>Activity</b>	The specific steps or actions that a project takes to achieve a measurable objective.
<b>Administrative Agency/Contractor</b>	The agency or organization designated on the Budget Cover Sheet who is the programmatic subrecipient of the WIA funds and will accomplish the planned objectives and program goals.
<b>Alternative Education</b>	A student need-based school or program that is an alternative to the school in which the student would normally be enrolled. Participation in alternative education must have as its major objective the attainment of a high school diploma or its equivalent.
<b>Alternative Secondary School</b>	A public school or community-based educational program that serves youth who have not been successful in traditional mainstream academic programs and that provides instruction leading to a high-school diploma and/or GED.
<b>Allowable Costs</b>	Those costs which are necessary, reasonable, allocable and allowable under applicable federal, state, and local law for the proper administration and performance of services to participants.
<b>Apprenticeship</b>	The apprenticeship training program is a cross between on-the-job training and classroom instruction to prepare workers for American industries. The content of the apprenticeship training program curriculum is driven by industry needs resulting in workers with skills that are in high demand.
<b>Assessment</b>	Assessment includes a review of educational skill levels, occupational skills, prior work experience, employability, interests, aptitudes (including interest in non-traditional jobs) and supportive service needs. Where appropriate, recent assessments within six (6) months can be used in lieu of an additional assessment. The goal is to comprehensively and accurately evaluate the participant in order to develop an appropriate service strategy to meet his/her individual needs.
<b>Assessment Tools</b>	The following are the authorized testing instruments used to assess basic skills and literacy/numeracy levels. Out of school participants for literacy/numeracy educational functioning levels: Tests of Adult Basic Education (TABE) or other standardized tests subject to WDD approval
<b>At-Risk of Dropping Out (High School)</b>	A youth who meets one or more of the following criteria: 1. Two grades below his/her age group 2. Is a formal referral by a school counselor, probation officer or other agent documenting chronic attendance problems, or other indicators of a high potential to drop out that have been adopted by the Local Education Agency (LEA) as criteria for identifying potential dropouts 3. Is on their school's D and F list, or has failing grades as evidenced by a report card or transcript, and/or 4. Did not pass the High School Graduation Exam (HSGE).

<b>Barriers to Employment</b>	Any demonstrable characteristic(s) of a person that has served to limit, hinder or prohibit that person's opportunities for employment and/or promotion.
<b>Basic Literacy/Numeracy Skills Deficient</b>	An out-of-school youth that computes or solves problems, reads, writes or speaks English at or below literacy/numeracy level 6 as determined by the required assessment tools. Refer to TEGL 17-05c1 at the DOL website, <a href="http://wdr.doleta.gov/directives/attach/TEGL/TEGL17-05c1.pdf">http://wdr.doleta.gov/directives/attach/TEGL/TEGL17-05c1.pdf</a>
<b>Basic Skills</b>	Those academic skills that include reading, writing, and speaking English, and the skills involved in math applications, computing and solving problems.
<b>Basic Skills Deficient</b>	A participant who scores below the eighth grade level, or two grade levels behind on a standardized test in one of the following: reading, writing, and speaking English or math computation skills.
<b>Bidder</b>	Any eligible person or organization that prepares and timely submits a proposal that is responsive to this RFP.
<b>Case Management</b>	Refers to the provision of a client-centered approach in the delivery of all-encompassing, customized services..
<b>Certificate</b>	Documents awarded in recognition of technical or occupation skills and based on standards developed or endorsed by employers. They do not include certificates issued to recognize mastery of generic work readiness skills, nor do they include credentials that are awarded by local WIBs. Examples include Certified Nursing Assistant credential, and GED.
<b>Collaborative</b>	A mutually beneficial and well-defined relationship entered into by organizations to achieve common goals. The relationship includes a commitment to mutual relationships and goals, jointly developed structure and responsibility, mutual authority and accountability for success and sharing of resources.
<b>Community Based Organizations</b>	A group of individuals that operate within a single local area linked by a common characteristic, interest or policy. These organizations are often run on a voluntary basis and are self-funded.
<b>Conflict of Interest</b>	A conflict of interest, real or apparent, will arise when any of the following has a financial or other interest in the firm or organization selected: (1) individual, (2) any member of the individual's immediate family, (3) the individual's partner, or (4) an organization which employs or is about to employ any of the above.
<b>Contract</b>	The document recommended by the Chairman of the Board and executed by the Jefferson County Commission, on behalf of the JCWIB and the contractor which creates a legally binding agreement for the performance of certain services by subrecipient for compensation paid by Jefferson County from funding by the U. S. Department of Labor.
<b>Cost Reimbursement</b>	An agreement format that provides for the reimbursement of all allowable

<b>Contract</b>	costs which have been identified and approved in the contract budget. Subrecipients must maintain the documentation necessary to support the costs.
<b>Credential</b>	A nationally recognized degree or certificate or a state/locally recognized credential. Credentials will include, but are not limited to, a high school diploma, GED, or other recognized equivalents, post-secondary degrees, recognized skills standards and licensure or industry recognized certificates.
<b>Customer</b>	A person applying for or utilizing program services (interchangeable with participant).
<b>Eligibility Determination</b>	The process of gathering and analyzing data to determine whether an applicant meets the criteria which would allow them to participate in a WIA program. Examples of WIA eligibility are found in 20 CFR Sections 664.200, 664.20, and 664.250.
<b>Employed</b>	To engage the services of participants for pay.
<b>Enrollment</b>	To register into a WIA program in order to receive services. At the point of enrollment, participants are counted for performance measurement purposes.
<b>Equal Employment Opportunity Plan (EEOP)</b>	A comprehensive plan that analyzes the agency's workforce and all agency employment practices to determine their impact on the basis of ethnicity and gender.
<b>EEOP Guidelines</b>	Extensive description of state and federal civil rights requirements and what constitutes an EEOP (samples, forms, etc.). The document was prepared to assist Subrecipients in ensuring nondiscrimination and in the development, implementation of their EEOP for compliance with the law.
<b>Exit</b>	A participant completing services, or who has a termination date within the quarter and has not received any WIA services for ninety (90) days, except follow-up and has not future services scheduled. A WIA Exit form must be completed.
<b>Faith Based Organizations (FBO)</b>	Organizations founded by, affiliated or identified with one or more religious organizations.
<b>Formalized Agreement</b>	A written, signed agreement between two entities/agencies that specifies the responsibilities of each in implementing a project or contract.
<b>Gang Affected/Involved Youth</b>	A youth who expresses identification with a gang (dress, signs, behavior, and association with known gang members) but is not directly involved with a particular gang or a youth who has been adjudicated for a crime committed with or against other known gang members; or any youth who has been involved in persistent and escalating criminal gang activity.
<b>High School Dropout</b>	An individual who is no longer attending any school and who has not received a secondary school diploma or its recognized equivalent. (Does not include a youth attending alternative school). A youth's dropout status is determined at

the time of application and remains in effect throughout his/her participation.

**Homeless/Runaway Youth**

A youth who lacks a fixed, regular, adequate nighttime residence. Includes those who have a primary nighttime residence that is a public or private shelter, an institution providing temporary residence, or a public or private place not designated or ordinarily used as a regular sleeping accommodation. A runaway is defined as a person less than 18 years of age who absents himself or herself from home or place of residence without permission from a parent or legal guardian.

**Individual Service Strategy (ISS)**

A plan to identify the youth's short and long term educational and employment goals. The ISS is a living document and must be regularly updated as changes occur in employment or educational goals, barriers, and program services or supportive service needs. An ISS must be age-appropriate, developed with the participant and must identify target outcomes. Updates may include further discussions of education and employment strategies, training options and training information, barriers to education and/or employment and the supportive services or other services needed to overcome the barriers.

**Internship**

A structured work experience involving specific occupational skills development goals in addition to learning goals; includes the expectation that the student, upon completion of the internship, will demonstrate skills necessary for entry-level employment in the occupational area of the internship.

**JCCWD**

Jefferson County Center for Workforce Development

**JCWIA**

Jefferson County Workforce Investment Area

**JCWIB**

Jefferson County Workforce Investment Board

**Job Placement**

Services provided to assist participants in obtaining a specific placement in subsidized or unsubsidized employment.

**Job Readiness**

Activities that help prepare participants for work by assuring that they are familiar with general workplace expectations and exhibit work behaviors and attitudes necessary to compete successfully in the labor market; this may include life skills training.

**Job Search Techniques**

The provision of instruction and support provided to a customer to assist in obtaining the necessary skills to acquire full time employment. The services provided may include, but are not limited to:

- Resume writing;
- Interviewing skills;
- Labor market guidance;
- Telephone techniques;
- Information on job openings;
- Job acquisition strategies; and
- Office space and supplies for the job search.

**Job Shadow**

An unpaid short-term activity offered by an employer who agrees to engage a

student to follow or “shadow” them throughout their work day, providing insight on the duties and skills of the position, and information on career tracks.

**Leadership Development Activities**

Activities that encourage responsibility, employability and other positive social behaviors such as:

- Exposure to post-secondary educational opportunities;
- Community service and service learning projects;
- Organizational and team leadership training;
- Training in decision making; including determining priorities; and
- Citizenship training; including life skills training.

**Not Employed**

An individual who does not meet the definition of employed, or who although employed has received a notice of termination of employment.

**Monitoring**

The process of observing and/or reviewing performance which may include on-site observation, review of paperwork and files, interviews with staff or participants, telephone conversations, and formal evaluation of compliance elements.

**Non-Traditional Employment for Women (NEW)**

Occupations in which women comprise less than 25% of the individuals employed in that occupation

**Not Employed**

An individual who does not meet the definition of employed, or who although employed has received a notice of termination of employment.

**Objectives**

A set of quantifiable projections to be carried out in order to accomplish the program goals.

**Occupational Skills**

Skills necessary to perform actual tasks and technical functions required by certain industries, such as set-up procedures, safety measures, terminology, record keeping, equipment usage, etc. Occupational skills can be attained through activities such as: (A) entry into an apprenticeship or internship program; (B) completion of a career specific, professional, technical, or advanced job skill training program; or, (C) completion of a college degree.

**Occupational Skills Training**

Development of primary occupational skills to perform actual tasks and technical functions required by certain occupation fields at entry, intermediate, or advanced levels.

**Offender**

An individual (adult or juvenile) who:

1. Is or has been subject to any stage of the criminal justice or juvenile delinquency process, for who services under WIA may be beneficial; or
2. Requires assistance in overcoming artificial barriers to employment resulting from a record of arrest or conviction.

**Older Youth**

A person who is 19 to 21 years old. Those in this age group may be inrolled in WIA either as youth or as adults, or both, depending on circumstances.

**Out-of-School Youth (OSY)**

An eligible youth who is a (high) school dropout; or an eligible youth, who has received a secondary school diploma or its equivalent, but is basic skills deficient, unemployed or underemployed. This definition includes:

- Youth who are not attending high school or those who have been dropped from school enrollment;
- Youth who have completed secondary school (either attaining a high school diploma or GED) and are basic skills deficient, under-employed or unemployed; or
- High school graduate attending post-secondary education but are basic skills deficient

<b>Participant</b>	An individual who has been determined to be eligible to participate in, and who is receiving services under a grant program. This term is sometimes used interchangeably with the term “customer”.
<b>Placement</b>	The finding of suitable, subsidized or unsubsidized employment.
<b>Poor Work History</b>	Exhibited when an individual has not worked full-time in unsubsidized employment for a period which exceeds thirteen (13) consecutive weeks in the last twelve (12) calendar months or has a sporadic work history.
<b>Post-Secondary Education</b>	A program at an accredited degree-granting institution that leads to an academic degree (e.g., AA, AS, BA, BS). This does not include programs offered by degree-granting institutions that do not lead to an academic degree.
<b>Pregnant/Parenting Youth</b>	An individual under twenty-two (22) years of age who is pregnant, or a youth (male or female) that provides custodial care for a minor child.
<b>Program</b>	A specific set of goals and objectives established pursuant to legislative, congressional or administrative action identifying an unmet need of the criminal justice system or victim services and supported by a set appropriation from state or federal funding sources.
<b>Request for Proposal</b>	A solicitation made, often through a bidding process, by an agency or company interested in procurement of a commodity or service to potential suppliers to submit business proposals.
<b>Self-Sufficiency</b>	Employment that pays at least the lower living standard income level as <b>defined</b> in <b>WIA</b> section 101(24) or locally.
<b>Subcontractors</b>	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.
<b>Supportive Services</b>	Services such as transportation, child care, clothing/uniforms, work related tools or license/certification fees that are necessary to enable an individual to participate in activities authorized under Title 1 of WIA and consistent with the provisions of the Act.
<b>Underemployed</b>	An individual who is working part time, but desires full time employment or who is working in employment not commensurate with the individual’s demonstrated level of educational attainment.
<b>WIA</b>	Workforce Investment Act; 1998 reauthorization of JTPA under President Clinton



<b>Work Experience</b>	Work Experience is defined as a short-term and/or part-time work assignment with a public sector employer or private non-profit agency that is subsidized or unsubsidized and which provides an individual with the opportunity to acquire the skills and knowledge necessary to perform a job, including appropriate work habits and behaviors, and is combined with classroom or other training. Includes internships and job shadowing, not including summer work experience opportunities.
<b>Work Readiness Skills</b>	Skills related to world of work awareness, labor market knowledge, occupational information, values clarification and personal understanding, career planning and decision-making and job search techniques (resumes, applications, interviews, and follow-up letters).
<b>Work Readiness Skill Attainment</b>	Completion of one or more workforce readiness skill activities appropriate to the individual service plan developed for the participant, which could include: (A) career-related assessment and goal setting, (B) pre-employment training, (C) work experiences/Internships, (D) job shadowing, (E) career explorations, (F) on-the-job training
<b>Youth Council</b>	A subgroup within each local Workforce Investment Board (WIB), appointed by the local WIB, in cooperation with the chief elected official(s) for the local area. The Youth Council will have membership as designated in WIA and will recommend youth service providers who are selected through a competitive process, conduct oversight of eligible providers of youth activities and coordinate youth activities and other duties determined to be appropriate by the local WIB.
<b>Younger Youth</b>	A person who is 14 to 18 years old. Those who are 18 can be enrolled into WIA either as adults or as younger youth, or both, depending on circumstances.

# WIA CONTRACT AGREEMENT / Signature Sheet JCWIB OUT OF SCHOOL YOUTH PROGRAM 2014

Agreement No: \_\_\_\_\_  
Modification No: \_\_\_\_\_

This "Agreement " is entered into by and between the Jefferson County Commission, hereinafter referred to as the "WIA Grantor" as so designated pursuant to the Workforce Investment Act and \_\_\_\_\_, hereinafter referred to as the "WIA Subrecipient". The WIA Subrecipient agrees to provide certain services on behalf of the WIA Grantor in compliance with the terms of this agreement and pursuant to the rules and regulations of the aforementioned Workforce Investment 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 WIA Contract Agreement/Signature Sheet (Form 1), Contract Summary (Form 2), Budget (Forms 3, 5, & 6), Certifications (Forms 7 & 8), General Provisions and Assurances (Form 9), 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 07/01/2014 through the termination/completion date of 06/30/2015.

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: W. D. Carrington

BY: \_\_\_\_\_

TITLE: President

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

## WIA Contract Summary Out of School Youth Program 2014

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 <u>X</u> _____ | 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. <b>Sub Total</b>	\$0.00	f. <b>Sub Total</b>	\$0.00
g. <b>Grand Total Cost</b>			<b>\$0.00</b>

**7. Performance for Youth-Original**

- a. Total to be Enrolled \_\_\_\_\_
- b. Total Carried Over from Previous Yr. \_\_\_\_\_
- c. Total to Exit Program \_\_\_\_\_
- Qtr \_\_\_\_\_
- 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:** \_\_\_\_\_

**Agreement No:** \_\_\_\_\_  
**Modification No:** \_\_\_\_\_  
**Federal ID No:** \_\_\_\_\_  
**Beginning Date:** \_\_\_\_\_  
**Ending Date:** \_\_\_\_\_  
**Mod. Effective Date:** \_\_\_\_\_

**Name/Address of Fiscal Agent (If Different)**  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
**Email:** \_\_\_\_\_

\_\_\_\_\_

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

## Budget (Program)

**Budget**

(Indicate as Appropriate)

**Program:** X

**Other Cost Category:** Program

**Agreement No:** \_\_\_\_\_

**Modification No:** \_\_\_\_\_

	<b>Total Amount</b>
B. Program Cost (Items 1-14)	
<b>B1. Staff And Salaries (Itemize/Show %)</b>	
_____	\$0.00
_____	\$0.00
_____	\$0.00
_____	\$0.00
_____	\$0.00
<b>Total Staff Salaries</b>	<b>\$0.00</b>
<b>B2. Staff Fringe Benefits</b>	
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
<b>Total Staff Fringes</b>	<b>\$0.00</b>
<b>B3. Staff Travel (Itemize on Report Backup)</b>	
In-State Based on your Reimbursement Policy for Staff Employee	\$0.00
Out-of-State	\$0.00
<b>Total Travel</b>	<b>\$0.00</b>
<b>B4. Rent</b>	\$0.00
<b>B5. Utilities</b>	\$0.00
<b>B6. Communications</b> (telephone, Internet, etc.)	\$0.00
<b>B7. Postage</b>	\$0.00
<b>B8. Office Supplies</b>	\$0.00
<b>B9. Books &amp; Training/ Teaching Aides</b>	\$0.00
<b>B10. Equipment</b> (itemize on Report Backup)	\$0.00
<b>B11. Specify Other</b> (itemize on Report Backup)	\$0.00
Contract Services _____	\$0.00
Indirect Cost rate ( % ) _____	\$0.00
_____	\$0.00
<b>B12. Work Experience/Internship Wages</b>	\$0.00
<b>B13. Work Experience FICA (7.65%)</b>	\$0.00
<b>B14. Supportive Services/Incentives to Participants</b> <b>Please break out on Form 6</b>	\$0.00
( Specify on Backup)	
<b>Total Program Operation Costs B4-B14</b>	\$0.00
<b>Total Program Costs B1-14</b>	<b>\$0.00</b>

**Budget Backup**

(Indicate as Appropriate)

Administration: \_\_\_\_\_

Program: X \_\_\_\_\_

Agreement No: \_\_\_\_\_

Modification No: \_\_\_\_\_

Line Item No: \_\_\_\_\_

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**Budget Backup**

(Indicate as Appropriate)

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Program: **X** \_\_\_\_\_

Agreement No: \_\_\_\_\_

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**Budget Backup**

(Indicate as Appropriate)

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Program: **X** \_\_\_\_\_

Agreement No: \_\_\_\_\_

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**CERTIFICATION REGARDING LOBBYING**

**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND  
COOPERATIVE AGREEMENTS**

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal Grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension , continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence and officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material presentation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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Grantee/Contractor Organization Program/Title

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Name of Certifying Official Signature Date

\*Note: "All," in the Final Rule, is expected to be clarified to show that it applies to covered contract/grant transactions over \$100,000.00 (per OMB)

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**CERTIFICATION REGARDING  
DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION  
LOWER TIER COVERED TRANSACTIONS**

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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).

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

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

---

Organization

---

Name and Title of Authorized Representative

---

Signature

---

Date

**Jefferson County General Provisions,**  
**Assurances & Certifications**

Updated August 20, 2012

The SUBRECIPIENT assures and certifies that:

**1. The Act**

It will comply with the requirements of the Workforce Investment Act (WIA) (Public Law 105-220), hereinafter referred to as the ACT, the regulations (Title 20 CFR Part 652, et al. Final Rule) 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 WIA Contract Agreement/Signature Sheet (Form 1), Contract Summary (Form 2), Budget (Forms 3, 5, & 6), Certification Regarding Lobbying (Form 7), Certification Regarding Debarment (Form 8), 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**

The SUBRECIPIENT 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.

**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 participants will maintain grievance procedures relating to the terms and conditions of employment, which allow for, at complainant's request, a review of the employer's decision by Jefferson County, AL.; and to inform participants of the procedures they are to follow.

**8. Nondiscrimination/ Equal Opportunity**

As a condition of the award of financial assistance under Title I WIA from the U. S. Department of Labor, the SUBRECEPIENT assures, with respect to operation of the WIA Title I funded program or activity and all agreements or arrangements to carry out the WIA Title I funded program or activity, that it will comply fully with all applicable federal statutes which are included in the executed agreement, that it will comply fully with the nondiscrimination and equal opportunity provision of the following laws, including 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 activity, reflecting names, addresses, duties, wages/salaries, dates of employment/enrollment, time and attendance and termination dates. 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 WIA must be applied per the WIA 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 WIA 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 WIA 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 no less than once per month. Each month-end requisition is due in the office of the Jefferson County Workforce Investment Board by the 10<sup>th</sup> of the following month. Reimbursement of WIA 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. If the SUBRECIPIENT fails to submit a Monthly Request for Payment by its due date as described above, please refer to Section 36 for the remedy.

Exceptions shall be granted only with the written permission of the Department Director, Deputy Director or Economic Development Manager.

## **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 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 WIA 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. Procurements and Property

The SUBRECIPIENT 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 WIA 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 contractor to maintain a current inventory of all property acquired with WIA funds provided by JCWIB/ADECA in accordance with the ADECA Equipment Procedures Manual for Recipients and Subrecipients ([www.adeca.alabama.gov](http://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 subcontractor 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 WIA 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. Subcontractors

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**

The SUBRECIPIENT 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 WIA 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) The SUBRECIPIENT 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) The SUBRECIPIENT 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) The SUBRECIPIENT 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**

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

Subject to 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 WIA 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**

The SUBRECIPIENT 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**

The SUBRECIPIENT 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**

The SUBRECIPIENT 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**

All WIA 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**

The SUBRECIPIENT 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**

The SUBRECIPIENT 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**

The SUBRECIPIENT shall maintain a written code of standards of conduct governing the performance of persons engaged in the award and administration of WIA 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**

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

**54. Employment Generating Activities and Foreign Travel**

The SUBRECIPIENT will ensure that no funds available under this agreement are used for employment generating activities, economic development activities, investment in revolving loan funds, capitalization of businesses, investment in contract bidding resource centers, 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 WIA Title I funds are spent on wages of incumbent employees during participation in economic development activities provided through a Statewide Workforce Investment System (WIA Section 181 (b)(1)) and (20 CFR 667.264 (a) (1)). The SUBRECIPIENT will ensure that no funds under this agreement shall be used for foreign travel (WIA Section 181(e) and 20 CFR 667.264 (b)).

**55. Tryout Employment**

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

**56. Reports of Violations**

The SUBRECIPIENT 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**

The SUBRECIPIENT certifies by execution of this Agreement that it will comply with Subpart F, Drug-Free Workplace Requirements as codified by the U S Department of Labor (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**

The SUBRECIPIENT 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.

**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 WIA 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:

\$100,000 limit each occurrence

Umbrella Coverage:

\$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**

**SUBRECIPIENT**

\_\_\_\_\_  
By: W. D. Carrington  
Commission President

\_\_\_\_\_  
By:

\_\_\_\_\_  
print name and title of signatory official

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Date:

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

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ENTITY COMPLETING FORM Agreement Number

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ADDRESS

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CITY, STATE, ZIP TELEPHONE NUMBER  
(      )

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

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ADDRESS

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CITY, STATE, ZIP TELEPHONE NUMBER  
(      )

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This form is provided with:  
 Contract     Proposal     Request for Proposal     Invitation to Bid     Grant Proposal

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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.

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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.

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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.)
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-

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.)

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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.)

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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.)

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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:

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***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)

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

## 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.

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Signature - Agency/Organization's

Date

Authorized Signatory Official



### Statement of Qualifications for Bidder's List

<b>Date of Statement:</b>			
<b>Name of Organization:</b>			
<b>Address:</b>			
<b>Authorized Signatory:</b>			
(must provide formal documentation of delegation of signatory authority by organization's governing body, if applicable)			
Legal Status of Organization			
<input type="checkbox"/>	Profit		Date Incorporated
			State
<input type="checkbox"/>	Non-profit		Date Incorporated
			State
<input type="checkbox"/>	501(c)(3) IRS Letter of Determination		Date
<input type="checkbox"/>	Other Non-Profit	IRS Letter of Determination	Date
<input type="checkbox"/>	State, Local or Indian Tribal Government		Educational Institution
<input type="checkbox"/>	Other (specify)		
Internal Revenue Service (IRS) Employer's Identification Number (EIN or TIN)			
<b>Demonstrated effectiveness in Workforce programs, if applicable.</b> (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.)			
<input type="checkbox"/>	Yes	<input type="checkbox"/>	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?
<input type="checkbox"/>	Yes	<input type="checkbox"/>	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?
<input type="checkbox"/>	Yes	<input type="checkbox"/>	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?
<input type="checkbox"/>	Yes	<input type="checkbox"/>	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?
<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
			Does your organization have general liability insurance?
<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
			Does your agency have a fidelity bond?