

**Jefferson County
Workforce Investment Area
2009-2010 Job Placement Program Request for Proposal**

Proposal:	JCWIA Job Placement Program <i>An Adult Formula Program</i>
Applicant Organization:	
Name and Title of Contact Person:	_____
Address, Telephone, E-Mail & FAX	_____ _____
Organization Type:	<input type="checkbox"/> Public <input type="checkbox"/> Educational Institution <input type="checkbox"/> Private for Profit <input type="checkbox"/> Private Non-Profit <input type="checkbox"/> Other
Amount of Funds Requested:	
Number of Youth to be Served:	
Target Group:	<input type="checkbox"/> Adults <input type="checkbox"/> Veterans <input type="checkbox"/> Migrant and/Seasonal Farm Worker <input type="checkbox"/> Other

I certify that the information in this proposal is true and correct to the best of my knowledge and that I have been duly authorized by applicant's governing body or other authority to file this proposal. This proposal is submitted as a firm and fixed offer valid from 180 days of the submission deadline.

Signature: _____ Date: _____

Name and Title of Person Signing: _____

The Jefferson County Workforce Investment Area Office is an Equal Opportunity Employer.

**Jefferson County Workforce Investment Area
Center for Workforce Development
Request for Proposal**

Job Placement Program

DUE DATE: 12:00 noon, Tuesday, December 15, 2009

The Jefferson County Workforce Investment Area (JCWIA) is looking for Respondents that are committed to serving the needs of One-Stop Career Center clients by providing job placement services to WIA eligible Adults with employers. Minimum primary funding for this program is no less than \$100,000 of WIA Formula funds.

PURPOSE

The purpose of the Jefferson County Workforce Investment Area's (JCWIA) 2009-2010 Job Placement Program is to fund respondents with experience in placing WIA adult job seekers in contact with employers resulting in un-subsidized employment placements.

This program will provide WIA participants with employment opportunities with perspective employers. During the time period, WIA adult participants may receive job readiness training to assist with successful employment placements.

Contractor will work with the JCWIA staff in identifying job ready WIA participants with which to provide job placement assistance services.

The Workforce Investment Act of 1998 (WIA, Public Law 105-220) provides the framework for a national workforce preparation system that is flexible, responsive, customer-focused and locally managed. The JCWIA envisions a system that meets the employment needs of residents and businesses alike. The goal of programs is to increase employment, job retention, employment earnings, and develop the work potential of eligible participants in all geographic locations in the Jefferson County.

This Request for Proposal is not in itself an offer of work nor does it commit the Jefferson County Workforce Investment Area Office or Jefferson County to fund any proposals submitted.

The JCWIA's administrative office is located at 3420 Third Avenue South, Birmingham, Alabama 35222.

Neither the Jefferson County Workforce Investment Area Office nor Jefferson County is liable for any costs incurred in the preparation or research of proposals.

Funds awarded will be subject to the availability of federal funds granted to the Jefferson County Workforce Investment Area through the Alabama Department of Economic and Community Affairs, and the U.S. Department of Labor.

Should the availability of funds decrease following any award to a sub-recipient, the award will be revised accordingly. If awarded, the contractor must be willing to alter program design based on subsequent direction provided to the JCWIA Board from the JCWIA staff, County, State, or the U.S. Department of Labor. A copy of the Workforce Investment Act may be found on the web site maintained by the U.S. Department of Labor (www.usworkforce.org).

In the event a provider is awarded the contract but fails to complete contract negotiations within thirty days of the contract award, the JCWIA reserves the right to sever and/or cease contract negotiations

PROPOSALS

Proposals will be released on **Monday, November 30, 2009** and the **deadline** for receipt of proposals is **Tuesday, December 15, 2009 at 12 NOON.**

A Job Placement program is designed to help businesses hire persons who have either the education and experience to acquire employment but for various reasons have not been successful (perhaps they are in need of job readiness skills training or perhaps they need guidance with assessing their employment skills, etc.), or have recently completed skills training and are ready to secure employment in a field related to the training recently completed. Perhaps they have never working in that particular skills area. There are as many different scenarios as there are WIA participants and the JCWIA is seeking respondents that have the flexibility to work with a group as varied as the individuals in the JCWIA Adult Program.

Respondents must be financially solvent and stable and have the capability to begin services immediately. Payment for such services will be based on actual performance.

Proposals should state how the agency plans to identify potential employers and describe the employment matching procedures they will follow in assisting perspective employees with the employment opportunities they have identified. Respondents must describe and/or present samples of instruments to be used; plans for how activities will be recorded, reported, tracked, and evaluated; how the agency will report the placement performance; and how the agency will manage the fiscal responsibilities associated with program expenses, including invoicing procedures and needs.

Employment placements should be in the industry areas of demand in Jefferson County. At a minimum placement reports must state starting wages and salary ranges (if applicable), job titles, and probationary periods (if applicable).

Unemployment Insurance Wage Records will be utilized as the data source for employment placements upon completion of the program and placement in employment. Administrative records will be the data source for non-employment placements in education or training.

Programs are encouraged to direct participants to prepare Individual Portfolios which display their participation in work readiness, identifiable skills training, and career preparation activities.

The JCWIA, in soliciting proposals and carrying out programming, shall not discriminate against any person or organization submitting a proposal pursuant to this Request for Proposal because of race, creed, religion, sex, sexual orientation, age, disability, ethnic group, national origin or other basis prohibited by law. All allocations set up for this Request for Proposal are based on availability of funds and are subject to change.

Successful bidders will provide services through a cost reimbursement contract based on performance. One hundred percent of the contract will be based on reimbursement of documented costs associated with approved WIA services and paid with invoices submitted by the provider.

JCWIA is seeking applicants that have the capacity and experience in providing Job Placement services to adults, and/or hard-to-serve individuals.

Programs will be required to submit (as a part of their Statement of Work) a timeline which covers the **period of the contract**.

WIA funds reimbursements are limited to the contract period but, in the event Respondent meets and/or exceeds performance and additional funds are or become available, the contract may be extended for up to one additional year through June 2011.

The JCWIA retains the right to:

- withhold awards if proposals do not adequately address the services and outcomes requested;
- cancel this RFP in whole or in part at any time during the selection process;
- withdraw a contract-funded award if it is determined that the award was based on false information provided by the applicant;
- seek additional proposals beyond the final submission date if, at their discretion, they feel the proposals received do not meet the JCWIA's needs;
- return proposal(s) to bidder(s) for revisions or rewrite, as agreed upon during the negotiations, with a specified timeline for re-submission;
- accept or reject all proposals received or cancel in part or entirety, contracts not in the best interest of the JCWIA;
- monitor and/or speak with each person associated with the program or proposal;
- tour the proposer's training facility as part of the proposal review process;
- modify the contract on an 'as needed basis'; and
- change contract requirements to adhere to WIA modifications, reauthorization and/or related compliance and regulatory issues.

PARTNERS

We encourage partnering and collaboration to deliver the most effective services to have the greatest possible community impact. If your proposal involves a partnership, you must provide a written document (letter of agreement, etc.) outlining the partnership and the activities or services of each of the partners. Partnerships will have to be firmly established by means of a formal Memorandum of Understanding (MOU) **after** the award is made and **before** the contract is finalized and executed. The MOU, whether developed as an umbrella agreement with a variety of agencies **or** independently with a particular partner, must contain, at a minimum, the following information:

- A description of what services will be provided by each partner;
- How the costs of services and operating costs of the partnership will be funded;
- Method of referral between partners;
- Duration of the Memorandum and procedures for amending the Memorandum;
- Other provisions as agreed upon by the parties to the MOU.

SUBCONTRACTORS

If your proposal includes Subcontractors, you must agree that a Subcontractor is a person or entity who has a direct or indirect contract with the Sub-recipient to perform any work, labor, service, duties or functions which you are obligated to perform under the terms of this agreement. You are precluded from entering into a contract with a 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, you shall make no substitution for any subcontractor, person or entity previously approved by Jefferson County without the prior written approval of Jefferson County.

By a written agreement, you 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 you all obligations and responsibilities which you, by this agreement, assume toward Jefferson County, AL. The agreement between you 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.

You shall not subcontract for any reason under this agreement for greater than six (6) months or until the time for termination of this agreement whichever time is less.

PROGRAM PARAMETERS

JCWIA Adult Service Programs encompass workforce investment programs and initiatives that provide adult workers with workforce preparation and talent development

services, and help employers find the skilled workers they need. These programs advance talent development through a demand-driven system that addresses the needs of skilled workers as well as those in need of training.

The goal of the Adult Program is to increase the employment, job retention, earnings, and career advancement of its participants.

Program Description

The Adult and Dislocated Worker Program, under Title I of the Workforce Investment Act of 1998, is designed to provide quality employment and training services to assist eligible individuals in finding and qualifying for meaningful employment, and to help employers find the skilled workers they need to compete and succeed in business.

Program Goals

To increase employment, as measured by entry into unsubsidized employment;

To increase retention in unsubsidized employment six months after entry into employment;

To increase earnings received in unsubsidized employment for dislocated workers; and

To enhance customer satisfaction for participants and for employers.

The employment goals are measured using Unemployment Insurance Wage Records systems and customer satisfaction goals are measured by sampling.

WIA PERFORMANCE MEASURES

The measures listed below apply to the WIA Adult Program participants enrolled in this program.

Adults

1. Entry into unsubsidized employment;
2. Retention in unsubsidized employment six months after entry into the employment;
3. Earnings received in unsubsidized employment six months after entry into the employment; and
4. 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.

The respondent must demonstrate in their project narrative how performance will be tracked and met. The JCWIA will monitor the following performance areas:

- Number of employment slots developed;
- Percent of those who are employed in training related occupations;
- Employed at 1st Quarter after Exit: Of the clients that were employed at exit, the percentage of those who are employed 1st quarter after Exit; and
- Retention at 3rd Quarter after Exit: Of the clients that were employed at exit, the percentage of those who are employed 3rd quarter after Exit.

PERFORMANCE MEASURES for the JEFFERSON COUNTY WIA Office

Your performance will affect the Jefferson County Workforce Investment Area's ability to successfully meet or exceed the above performance measures set forth by the Department of Labor (DOL). **Should your performance during the contract period adversely affect the JCWIA's overall performance, your contract may be terminated.** In addition, failure to turn in required monthly reports and paper work on time may lead to the termination of your contract.

OUTREACH AND RECRUITMENT

Describe in writing, your marketing, outreach, and recruitment processes to identify employment opportunities for JCWIA adults.

PROCESS

The Proposal process is a competitive process, which follows Federal, State, and County procurement rules.

TECHNICAL ASSISTANCE CONFERENCE

Interested parties (including partners) are encouraged to attend the Technical Assistance Conference. At this conference staff will be available to answer questions and offer assistance concerning the RFP:

Two Bidders Conferences are scheduled for:

Tuesday, December 1st at 2:00 p.m.

and

Thursday, December 3rd, 2009 at 2:00 p.m.

**Jefferson County Workforce Investment Area Office (JCWIA)
Board Room
3420 3rd Avenue South, 2nd Floor
Birmingham, AL**

PROPOSAL DELIVERY

Seven (7) original signed copies of the Proposals must be delivered on or before 12:00 NOON, Tuesday, December 15, 2009 in person or by mail to:

Jefferson County Workforce Investment Area Office (JCWIA)
3420 3rd Avenue South, 2nd Floor
Birmingham, Alabama 35222

Late Proposals will not be accepted.

PROPOSAL REVIEW

The JCWIA Staff and members of the JCWIA Boards' Program and Providers Committee will review and recommend proposals for consideration of funding to the full JCWIA Board, and Jefferson County Commissioner William Bell. Those proposals that do not meet mandatory requirements will not be considered for further review.

AWARD PROCESS

JCWIA Staff and the Jefferson County Economic Development staff may conduct a pre-award site review to determine the administrative capacity of the recommended bidder, and to assess the ability of the organization and/or its partners to deliver the proposed services. This review may include a request for appropriate documents (e.g. insurance), telephone interviews with current and previous customers, and interviews with key staff.

Program implementation is projected to be no later than January 11, 2010.

APPEALS

Any proposal submitted to the JCWIA for funding which has been denied may be appealed to the JCWIA at the following address:

Mr. Keith Strother
Out-of-School Youth Program (2009-2010 RFP Appeal)
Jefferson County Workforce Investment Area (JCWIA) Office
3420 3rd Avenue South, 2nd Floor
Birmingham, Alabama 35222

The applicant must submit a Notice of Appeal to the JCWIA. The appeal must be received within five (5) days after the date in the denial notice. The appeal submitted to the JCWIA will be reviewed and scheduled for an appeal hearing.

The applicant will be notified of the location, date and time of the scheduled hearing and may represent themselves at the hearing if desired.

The appropriate JCWIA staff will notify the applicant of the JCWIA's final decision within five days of the appeal hearing.

PROGRAM BUDGET

A detailed budget must be provided with the proposal. Budget forms are provided as attachments with this RFP, the forms will also be provided via e-mail or cd data disc upon request.

A Financial Technical Assistance training session will be provided at the JCWIA at a time to be announced.

Any questions **after** the Bidders Conference must be submitted in writing to the attention of Keith Strother, Jefferson County Workforce Investment Area Office (JCWIA), 3420 Third Avenue South, Birmingham, Alabama 35222 or Fax: 205-323-7148.

Proposers should be aware that funding is contingent upon the solvency of the proposing organization. Organizations or partnerships MUST BE able to operate independently of any funding authorized under the Workforce Investment Act. Organizations or partnerships MUST BE able to provide proof of a fiscal ability to begin program operations.

Programs must provide proof of a financial set-aside to cover operations for a thirty- (30) period.

Partnerships and/or Organizations that operate programs funded with other funding sources **should be prepared to submit a cost allocation plan.** Non-Profit Program operators may only submit for reimbursement of actual costs. If the applying entity is a for-profit organization, profit margins must be negotiated independent of contract costs. A fiscal review may be conducted prior to negotiation to ensure fiscal integrity.

To obtain reimbursement for program costs, agencies must provide documentation of the expenditures. Payment requests must be submitted on a **monthly basis** no later than 20 days after the end of the month. **A penalty of 2% of each voucher may be withheld if the voucher is submitted after the monthly deadline.**

PRE-AWARD ASSURANCES

All organization/partnerships awarded contracts will be asked to provide assurances stating:

- Legal organizational status
- They are not barred from receiving federal funding.
- Federal dollars will not be used for lobbying on behalf of this program.
- A safe and healthy environment will be provided.
- Equal Opportunity laws and guidelines will be followed.

CERTIFICATIONS AND GENERAL PROVISIONS

All organizations/ partnerships awarded contracts are required to sign and include in their contract the following Certifications and General Provisions. Funded contractors are

required to adhere to Jefferson County General Provisions when executing the program contract. These forms are included as an attachment to the RFP.

- Certifications Regarding Lobbying
- Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Lower Tier Covered Transactions
- Jefferson County General Provisions

PROPOSAL STRUCTURE AND INSTRUCTIONS

You must submit seven (7) original signed copies of the proposal based on the following instructions:

The proposal package shall consist of a cover letter on your organizations letterhead and the proposal (organized in the following Sections) in the order outlined below. Each section must be separated by a labeled and indexed page. Please include a table of contents and number all pages. Proposals must be submitted on letter size paper (8 ½ x11) formatted using a 1” margin and no smaller than 12 point font using the Times New Roman font and in the Microsoft Word format.

Proposal Sequence and Contents

Proposals must contain, at a minimum, the information outlined below, **and be sequenced in the order presented below.**

Section I – Completed Signed and Dated Forms (Forms are in the Attachment section of the RFP)

- | | |
|---------------------------------|--------|
| 1. WIA Youth Contract Agreement | Form 1 |
| 2. WIA Youth Contract Summary | Form 2 |
| 3. Budget Section Cover Sheet | Form 3 |

Section II - Proposal Summary

- a. In one to two pages describe a short overview of how you propose to identify employment opportunities for JCWIA adults. Include your understanding, vision and mission for targeted individuals (adults) and why the JCWIA should fund your organization.
- b. A summary of your approach to the coordinating interviews, and job acquisition related activities.
- c. A description of the proposed scope of work
- d. State how your program plans to refer services that are not directly offered by your organization to participants (these services may be provided by another organization, and in that case please describe your referral plan).

Section III – Program

In one to two pages:

1. Describe why the target group(s) need(s) service, describe barriers.
2. Describe how the program will serve the targeted group(s).
3. Describe the short-term and long-term outcomes of the services.
4. Describe the outreach and recruitment methods you plan to use for each target group.
5. Describe each component of the program design (orientation, assessment and testing process, referral process, development of Individual Employment Strategy, and how counseling and other training needs will be addressed.
6. List and describe **when** your agency services will be provided.
 - a. Days of operation
 - b. Hours of operation
7. List and describe **where** your agency services will be provided.
8. Provide an overview of your organization and qualifications to conduct job placement activities.
9. Describe your business and how it relates to workforce development; provide a description indicating the strengths of the organization that uniquely qualify it for the management of the OJT program; and identify whether it is a local (to Jefferson County) or a national organization, where its primary offices are located, and whether it is licensed to conduct business in the State of Alabama.

Section IV – Program Partners List each of the partners and include as an attachment copies of letters of intent, Letters of Agreement, Memorandums of Understanding or other documentation of specific service to be provided by each partner. Include this information, if appropriate, in the back of this section.

If your proposal does not utilize partnerships, provide a written statement that you do not plan to partner with other organizations to provide services.

Programs must contain the 10 required program elements. List if your agency is going to provide an element or if you will partner with another agency to provide the element, and how the participant will access the required element. Include “Letters of Agreement” if appropriate (they must be included in the back of this section).

1. Describe what services will be provided by each program partner, if applicable.
2. Describe how costs of services and operating costs will be allocated, if applicable.
3. Describe the referral methods to be utilized, if applicable.

Section V – Subcontractors (if your proposal does not utilize subcontractors, provide a written statement that your agency does not plan to subcontract any of the services).

1. If your contract includes sub-contractors, list the subcontractors and describe the service(s) to be provided.
2. Provide preliminary sub-contract agreements in this section. (All sub-contracts require written approval by Jefferson County before they are implemented)

Section VI – Program Parameters

In one to two pages:

1. Describe how you will develop, document, implement, and maintain Individual Employment Strategies.
2. Describe how the program will, in appropriate cases, provide preparation for post-secondary educational opportunities and enrollment.
3. Describe how you will provide links to the job market and employers.
4. List and describe other elements or supportive services your program will provide to WIA participants. Some examples are:
 - a. Transportation (public, private, other)
 - b. Child Care (referral, other)
 - c. Incentives (Savings bonds and certificates only)
 - d. Drug Testing (include this as part of the line item budget under supportive services)
 - e. Other

Section VII - Performance

In one to two pages:

1. Describe your organization and your partners' capabilities and experience in providing the proposed services and briefly summarize the results of these activities.
2. Describe how you will document and calculate performance.
3. Describe how you will assess your programs' effectiveness.
4. Provide your estimated levels of performance for the WIA Performance Measures in the following areas:
 - * Number of participants entered into unsubsidized employment;
 - * Retention in unsubsidized employment six months after entry into the employment;
 - * Earnings received in unsubsidized employment six months after entry into the employment; and
5. State how performance will be tracked and met in the following areas:
 - * Number of employment opportunities developed;
 - * Percent of those who are employed at exit;
 - * Percent of those who are employed in training related occupations;
 - * Employed at 1st Quarter after Exit: Of the clients that were employed at exit, the percentage of those who are employed 1st quarter after Exit; and

* Retention at 3rd Quarter after Exit: Of the clients that were employed at exit, the percentage of those who are employed 3rd quarter after Exit.

Section VIII – Outreach and Recruitment

In one to two pages:

1. Describe your marketing and advertisement process and expected outcome.

Section IX –Enrollment

The JCWIA has a mandated eligibility determination and enrollment process.

1. Describe how you typically enroll a participant in your program and how you will track all employment acquisition activities.

Section X – Staffing

1. List the staff positions, include job descriptions, for which funds are requested to provide program services.
2. List the names and qualifications of your staff for each position.
3. List your partners and the staff positions, include job descriptions, for which funds are requested to provide program services.
4. List the names and qualifications of your partners' staff for each position that will be involved in the execution of your program.
5. Provide an Organization Chart for the company/organization that will be managing this program and your partners.
6. Describe your process for screening and assuring your staff's backgrounds are clear and clean for work involving contact with youth.

Section XI – Administration

1. Provide the official name of the organization with which the Jefferson County Workforce Investment Area office would be contracting, if awarded funding.
2. List the individual who is responsible for the maintenance and management of Program Records. (Single Point of Contact)
3. Describe how participant eligibility, enrollment, program activities, credential attainment, employment, and exit information will be documented and reported to JCWIA Staff.
4. Describe how participant records will be stored and maintained.
5. List the individual who is responsible for the maintenance and management of Fiscal Records. (Single Point of Contact) **Include your most recent audited report.** (If there is any indirect cost associated with this contract, please provide the federally approved indirect cost rate.)
6. List the EEO officer of the organization.
7. List how your agency plans to fiscally cover expenses that are incurred for the time between expenses incurred and reimbursement payment.
8. Describe your payroll processes for:
 - a. Exempt staff
 - b. Non-Exempt staff

Section XII – Budget

Complete and include all budget information on the forms provided. The forms are provided as an attachment to the RFP. The forms are provided either on paper or on a cd disc. The electronic files are saved in a Microsoft Excel workbook.

1. Form 4 – Administration Budget (do not complete this form, all contract expenses will be considered Program costs)
2. Form 5- Program Budget
3. Form 6 – Budget Backup

Section XIII – Pre-Award Assurances

Sign and include the Pre-Award Assurance (Provided on the next page)

Section XIV – Certifications and General Provisions

Sign and include all Certifications and General Provisions. The Forms are provided as attachments to this RFP. The forms are provided either on paper or on a 3.5 floppy disc. The electronic files are saved as a Microsoft Word Document.

1. Form 7 – Certification Regarding Lobbying
2. Form 8 – Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Lower Tier Covered Transactions
3. Form 9 – Jefferson County General Provisions

ASSURANCES

I recognize that I must give assurance for each item below. If I cannot, this proposal will be automatically rejected. The assurances are:

1. I am authorized by my Board of Directors, Trustees, other legally qualified officer, or as the owner of this agency or business to submit this proposal.
2. We are not currently on any Federal, State, or local Debarment List.
3. We will provide records to show that we are fiscally solvent, if needed.
4. We have, or will have, all of the fiscal control and accounting procedures needed to ensure that WIA funds will be used as required by law and contract.
5. We have additional funding sources and will not be dependent on WIA funds alone.
6. We will meet all applicable Federal, State, and local compliance requirements.
These include, but are not limited to:
 - Records accurately reflect actual performance
 - Maintaining record confidentiality, as required.
 - Reporting financial, participant, and performance data, as required.
 - Complying with Federal and State non-discrimination provisions.
 - Meeting requirements of Section 504 of the *Rehabilitation Act of 1973*.
 - Meeting all applicable labor law.We will not:
 - Place a WIA participant in a position that will displace a current employee.
 - Use WIA money to assist, promote, or deter union organizing.
 - Use funds to employ or train of persons in sectarian activities.
 - Use funds for WIA participant in the construction, operation, or maintenance of any part of a facility to be used for sectarian instruction or religious worship.

I hereby assure that all of the above are true.

Name	Title	Date
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STATEMENT OF QUALIFICATIONS

Date of Statement: _____
Name of Organization: _____
Main Address: _____ _____
Authorized Signatory: _____ (Provide formal documentation of delegation of signatory authority by organizations' governing body if applicable.)

Legal Status of Organization
_____ For Profit Corporation _____ Date Incorporated _____ State
_____ Not-for-Profit Corporation _____ Date Incorporated _____ State
_____ 501(c)(3) IRS Letter of Determination _____ Date
_____ Other Non-Profit _____ IRS Letter of Determination _____ Date
_____ State, Local or Indian Tribal Government _____ Educational Institution
_____ Other (Specify)
Internal Revenue Service (IRS) Employer's Identification Number (EIN or TIN) _____

<p>Demonstrated Effectiveness in Workforce Programs, if applicable. (Briefly describe the organization's prior activities and outcomes related to workforce development programs that demonstrate the effectiveness of the service provided. Attach additional sheets if necessary.)</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>
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In the past five (5) years has your firm been involved in a lawsuit in/on a matter related to payment to subcontractors, work performance on a contract, or employment-related litigation that proceeded to court? _____ Yes _____ No
In the past five (5) years has your firm or any of its owners, partners or officers been investigated, cited, assessed any penalties, or been found to have violated any laws, rules/regulations enforced or administered by any governmental entity? _____ Yes _____ No
Is your organization now, or has it ever been at any time in the past five (5) years the debtor in a bankruptcy case? _____ Yes _____ No
In the past five (5) years has a governmental or private entity or individual terminated your organizations contract prior to completion of the contract? _____ Yes _____ No
Does your organization have general liability insurance? _____ Yes _____ No
Does your agency have a fidelity bond? _____ Yes _____ No
Does the agency propose to serve minor youth? _____ Yes _____ No

PROPOSAL EVALUATION CRITERIA

The Jefferson County Workforce Investment Area Office will consider the merits of all proposals received based on the following criteria. *

- A. The minimum standards to be met if the proposal is to be evaluated:
1. The proposal was submitted before the closing time and date.
 2. The proposing organization is not on a Federal or State Debarment list.
 3. The proposing agency must be fiscally solvent. (Please submit proof of fiscal solvency. Example: A current audited report.)
 4. **The proposing agency has additional funding sources and will not be dependent on WIA funds alone for ongoing operations.**
 6. The person signing the proposal as the submitting officer has the authority to do so.
 7. The proposing agency agrees to meet all Federal, State, and local compliance requirements.
- B. The following variable items are addressed:
1. Program purpose: What is the need? How is it addressed? How will this benefit the affected participant? What will be the result of the program?
 2. Experience in Job Placement activities: How long has the proposing agency been providing these services? Is this an old, new, or an expanded program?
 3. Operational capacity: Is the service location appropriate for participant? Is there experienced staff on hand to provide the proposed services? Is there adequate equipment?
 4. Area(s) to be served: What parts of the County are to be served? Will currently under-served parts of the County receive program services? How?
 5. Operational linkages: Are service networks already in place to provide the range of services required? Are they substantiated by linked agency memo, letter, or Memorandum of Agreement?
 6. Program follow-up: What provisions are made for post-exit services for at least one year after other program services end?
 7. Return on investment: What justification is made for providing these services? at the proposed cost? Does the proposal prove that this is a good investment? for the expected benefits to be received?

*

In order to expedite the processing of proposals, the above minimum standards **must be** submitted AFTER the Cover Letter and BEFORE Section I. List the number and your response. If your response (ex. Proof of Fiscal Solvency) refers to an attachment, please state where the information is located in the proposal package (Ex. XV. Attachments – Bank Statements, etc.).

PROPOSAL EVALUATION WORKSHEET 1

Management/Administration

Proposal Number: _____

Reviewer: _____ Date: _____, 2009

Final proposal recommendation will be based in part on the sum of scores. The final decision for funding recommendation will be based on the following:

- The sum of *Proposal Evaluation Worksheet* scores (up to 90% of the final total).
- The funding amount applied for compared to the funding amount available.
- The performance history of programs previously funded by JWIA.
- JCWIA staff recommendations.

Reviewer: Please review the proposal following the order below. The maximum points that can be awarded are stated. Place the points in the right hand column. Sum the right column points when done. Put this sum on the *Proposal Evaluation Summary Worksheet*. If there are important items to consider in making your recommendations, note them on the *Summary Worksheet*.

Item	Question	Score
1.	Administration (10 Points Possible) * The Proposal states the Proposer's vision and mission. (5) * The management structure is outlined or stated (e.g., one Director, Operations and/or Program manager, etc.) and appropriate. (5)	
2.	Program Operations (10 Points Possible) * Program operation equipment, supplies, and staff training needs, if any. (5) * Systems for outreach and service referral are in place and linked by formal Agreement or informal commitment letter from the entity that will actually provide the service. (5)	
3.	Fiscal Operations (10 Points Possible) *All required information, including staff, operational, and other needed cost, is provided in the required budget format according to instructions. (2.5) *The proposing agency is fiscally solvent based on the most current audit report. (Please provide your most recent certified audit or financial report.) (2.5) *The agency will have multiple funding sources and not be WIA dependent. (2.5) *The fiscal staff is trained and experienced in standard fiscal procedures. (2.5)	
4.	Data Systems (10 points Possible) Describe your System for Managing and Reporting Information (4) Describe your Data Operations System, include a description of your Existing equipment and supplies (on-hand and/or what is needed (3) Describe your staff's abilities or training needs (with regards to your data system) (3)	
Total Possible on Worksheet 1, 40 Points		Total

PROPOSAL EVALUATION WORKSHEET 2

Operations

Proposal Number: _____

Reviewer: _____ Date: _____, 2009

Final proposal recommendation will be based in part on the sum of scores. The scores will be based on the following:

- **The sum of *Proposal Evaluation Worksheet* scores (up to 90% of the final total).**
- **The funding amount applied for compared to the funding amount available.**
- **The performance history of programs previously funded by JCWIA.**
- **JCWIA staff recommendations.**

Reviewer: Please review the proposal for the following elements. The maximum points that can be awarded are stated. Place the points in the right hand column. Sum the right column points when done. Put this sum on the *Proposal Evaluation Summary Worksheet*. If there are important items to consider in making your recommendations, note them on the *Summary Worksheet*. Proposals should be scored according to the Proposers' stated ability to provide the following elements. Please make a notation if the proposal does not address all elements.

Item	Question	Score
1.	Customer Identification (5 Points Possible) *The target group to be served is stated clearly. (5)	
2.	Purpose (5Points Possible) *The Proposer's own program purpose is stated. (2) *The WIA purposes are to be addressed and are named. (3)	
3.	Enrollment (15 Points Possible) The required intake items are addressed: a) Explanation of individual service strategies per participant, (5) b) explanation of plans to identify employment opportunities with employers. (5) Explanation of job placement activities and other referrals. (5)	
4.	Additional Services (5 Points Possible) The Proposer's plans for supportive services; (5)	
5.	Proposer's Program Elements (15 Points Possible) *State how this program is unique and measurable. (5) *The proposer clearly states a system for performance measurement and evaluation. (5) *Proposer (clearly and briefly) demonstrates how this proposal will provide a cost beneficial return on the public's investment. (5)	
6.	Program Site(s) (5 Points Possible) *All sites for pre- and post OJT assignments and program operations are clearly identified. (2) *Program and Service sites are conveniently located for the target participants	

	(2) *These sites are clean, healthy, and have passed fire marshal safety inspection. Must provide proof. (e.g., certificate) (1)	
7.	Program Outcomes (20 Points Possible) The proposal states the number of persons expected to be placed, (4) Number of employment slots to be developed; (4) Percent of those who are employed in training related occupations; (4) Of those employed at exit, the percentage of those who are employed 1 st quarter after Exit; (4) Retention at 3 rd Quarter after Exit of clients employed at exit, the percentage of those who are employed 3 rd quarter after Exit, (2) and the number to receive a twelve month follow-up (2)	
	Total Possible on Worksheet 2, 70 Points Total:	
	Evaluation Worksheet 1	20
	Plus Evaluation Worksheet 2	70
	Total: (90 Maximum Points)	90

PROPOSAL EVALUATION WORKSHEET 3

Summary

Proposal Number: _____

Reviewer: _____ Date: _____, 2009

Final proposal recommendation is based on the following considerations:

- **The sum of *Proposal Evaluation Worksheet 1 and 2* scores (up to 90% of the final total). The final 10% is based on Review Team discussion. The Review team will consist of three members of the JCWIA Board's Program and Providers Committee and a minimum of Three JCWIA staff members.** If the review team thinks the proposal meets the overall purpose of the JCWIA as stated on page 3, then 10 points will be given on this section. (Keep in mind, these points will be based on how well the proposal has addressed the purpose.)
- **The funding amount applied for compared to the funding amount available.**
- **Services are provided to all parts of the County, including areas now underserved.**

Reviewer: Please enter the Management/Administration and Operation Analysis Worksheet scores below and sum them. If there are important items to consider in making your recommendations, note them in the comments section on the worksheet below.

_____ Management/Administration Worksheet 1 (20 possible points)

_____ Operations Worksheet 2 (70 possible points)

_____ Review Team's Scoring (Average) (10 possible points)

_____ Total (100 possible points)

Circle One:

My recommendation is that this program should _____ should not _____ be funded.

Comments: _____

Attachments

Sheet 1	Disclosure Statement
Form 1	WIA Contract Agreement
Form 2	WIA Contract Summary
Form 3	Budget Section Cover Sheet
Form 4	Budget (Administration)
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 Transactions
Form 9	Jefferson County General Provisions

JCWIA 2009-2010 Job Placement Program Timeline

(January 11, 2010 – June 30, 2010)

Advertisement Dates for 2008-2009 Youth Out of School Program Request for Proposal (Birmingham News – Sundays, Wednesdays, and Fridays and Birmingham Times – Thursdays)	Sunday, November 29 Monday, November 30, 2009 Wednesday, December 2 Friday, December 4 Sunday, December 6 Monday, December 7 th Wednesday, December 9 th Friday, December 11 th Sunday, December 13 th
Requests for Proposal Available	Monday, November 30 th
RFP Bidders Conference	Tuesday, December 1 st and Thursday, December 3 rd 2:00 p.m. (both days)
Proposal Submission Deadline	Tuesday December 15th, 2009 12:00 NOON
Review & Scoring by Staff and Youth Council	Week of December 21 st
Recommendation to WIB Board or Executive Committee	Week of December 21 st
Award Notification and Contract Negotiations	Week of December 28 th
Review and approval by County Attorneys and Department Director	Week of December 28 th
Recommendation to Commissioner Bell	Week of January 4 th
Commissioner Signing/Approval	*To Be Announced
Technical Assistance Training for New Contract Awardees	Tentatively, January 7 th
Projected Program Start	Tentatively, January 11, 2010

Adult Program - Formula Funds
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 sub-awards at all tiers (including subcontractors, sub-grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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.

Grantee/Contractor Organization

Program/Title

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)

Adult Program - Formula Funds

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

This certification is required by the Regulations implementing, Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the 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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact which reliance was placed when this was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and /or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage section of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DOL.
6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier covered Transactions,” without modifications, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant is a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

Workforce Investment Act Provider Agreement General Provisions

Updated 8/21/06

Assurances & Certifications

The SUB-RECIPIENT assures and certifies that:

- | | |
|-----------------------|---|
| The Act | 1. It will comply with the requirements of the Workforce Investment Act (WIA), (Public Law 105-220) hereinafter referred to as the ACT, and the regulations (Title 20 CFR Part 652, et al. Final Rule) and policies promulgated there-under. This designation is subject to change as a result of any changes in the Act or conditions in any other legislation, which may be passed, which governs the designation of program operations under the Act or any legislation, which may replace the Act. |
| Administrative | 2. It will comply with administrative and program policies issued pursuant to Governor’s Workforce Development Directives and any additional administrative provisions of the Local and State Workforce Investment Board (WIB), as applicable. |
| Amendments | 3. 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. |
| Agreements | 4. The Signature Sheet, Contract Summary, Statement of Work, Budget Sheet, Certifications Regarding Debarment and Lobbying, and these General Provisions from 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 SUB-RECIPIENT, 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. |
| Legal Capacity | 5. It possesses legal authority to participate in this agreement; that a resolution, motion or similar action has been duly adopted or passed as an official act of the SUB-RECIPIENT’s governing body, authorizing the person identified as the SUB-RECIPIENT’s official representative to act in the connection with the agreement and to provide such additional information as may be required. |

- | | | |
|---|-----|---|
| Compliance with Other Laws | 6. | 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. |
| Grievance Procedures | 7. | 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. |
| Nondiscrimination/
Equal Opportunity | 8. | As a condition of the award of financial assistance under WIA from the Department of Labor, the SUBRECIPIENT assures, with respect to operation of the specific program or activity and all agreements or arrangements to carry out the 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 WIA, 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. |
| Political Activity | 9. | It will comply with the provisions of the Hatch Act, which limits the political activity of employees. |
| | 10. | It will comply with the requirements of the Act that no program under the Act shall involve political activities. |
| Records | 11. | 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 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.

Access to Records

12. It will give the awarding agency (Jefferson County, AL) 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 SUB-RECIPIENT 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.

Sectarian

13. 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.

Safety

14. 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 the work and training situations.

Conditions of Employment

15. 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.

Workers' Compensation

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

Maintenance of Effort

17. The SUB-RECIPIENT funded by this agreement will adhere to the following requirement.
- 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, or (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.

Training Objectives

18. 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 participant to become economically self sufficient.

Work to Perform

19. The SUB-RECIPIENT shall ensure that required performance levels are achieved pursuant to Section 7 of the 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 the Statement of Work comply with the terms of this Agreement. The Sub-recipient acknowledges and understands that DOL, Jefferson County, AL and the local WIB shall supervise, evaluate and provide policy guidance and direction to the Sub-recipient in the conduct of all activities authorized under this agreement.

Use of Funds Supplanting

20. 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.

Schedule of Payments

21. 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 Sub-recipient under this Agreement, Jefferson County, AL agrees to reimburse the Sub-recipient for all expenses authorized in the Budget Section pursuant to Form 2, Form 3, Form 4, Form 5 and Form 6, all of which are herein incorporated by this reference.

Approvals for reimbursement will be determined as follows:

(a) Upon the initial request for reimbursement, program Enrollment shall be at least twenty-five percent (25%) of the total Enrollment stated in Form 2. Any and all reimbursements thereafter shall be contingent upon Subrecipient providing evidence of two or more new enrollees since the last submitted request for reimbursement. Reimbursement shall be limited to seventy-five percent (75%) of the cost per participant pursuant to Form 2 and subject to

enrollment attainment at the time of each request for reimbursement;

(b) Employment attainment at the end of the Program Year's first quarter shall be not less than thirty percent (30%) of performance levels stated in Form 2 and not less than ninety percent (90%) of performance levels stated in Form 2 at the end of the Program Year's third quarter;

(c) For final reimbursement, Sub-recipients shall achieve 100% of the Approved Credentials stated in Form 2. If less than 100% of Approved Credentials have been attained at the end of the Program Year, reimbursement shall be reduced by ten percent (10%) of the cost per participant for each credential not attained or by the amount budgeted per participant for activities related to attainment of approved credentials, whichever is greater;

(d) Final reimbursement will be further reduced by an additional ten percent (10%) of the cost per participant for each participant not exiting the Program pursuant to the Performance levels for Exits stated in Form 2;

(e) Total reimbursement shall, under no circumstances, exceed the cost per participant stated in Section 7 of Form 2 and shall be based on actual participants enrolled in the Program described in Section 4 of Form 2 and as more fully described in the Statement of Work.

The SUB-RECIPIENT shall submit a "Requisition for Payment" on the forms supplied by Jefferson County at a minimum of once a month and not to exceed sixty (60) days from last request for reimbursement in order to receive reimbursement on accrued/actual expenditures. Failure to submit a timely "Requisition for Payment" could lead to cancellation of SUBRECIPIENT'S contract in Subsection 37B of the Assurances and Certifications. All requests for payment pursuant to this agreement must be supported by proper documentation for those expenditures incurred prior to midnight of the termination/completion date contained in Paragraph B on the Signature Sheet of this agreement; unless, said date shall be either extended or retracted in writing and incorporated into this agreement in the form of a modification, whereupon said expenditures shall be incurred prior to midnight of the modified termination/completion date.

Any funds not expended at the termination of this agreement, or profit incurred in contracts with non-profit agencies, will revert to, or be recovered by Jefferson County. Profit will be determined by a detailed financial audit by Jefferson County or its auditing firm. The contracting agency named herein will maintain in its files detailed documentation of all program expenditures.

Reports

22. The SUB-RECIPIENT will submit financial 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 which the program meets the stated goals and objectives.

Participant Selection

23. 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 indicated 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 SUB-RECIPIENT.

Performance

24. Performance will be in accordance with the agreement including, but not limited to, Sections 19 and 21, and within the period as prescribed herein.

The SUB-RECIPIENT further assures that it will comply with applicable laws, ordinances, charters, and regulations embraced in this agreement. By executing the agreement, the SUB-RECIPIENT represents that it has familiarized itself with all applicable laws, ordinances, charters, and regulations embraced by or referred to in this agreement.

Acceptability

25. The work is to be done based on the performance outcomes set forth in Sections 19 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 the parties concerned.

Indemnification

26. To the fullest extent permitted by law, the SUB-RECIPIENT shall indemnify and hold harmless the governing body of Jefferson County, Alabama; and their respective officers, agents, employees and representatives, from the 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 SUB-RECIPIENT.

Contingency

27. SUB-RECIPEINT hereby 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.

Bank Account

28. It shall maintain all Act monies from this agreement in a

bank account having insurance coverage by the Federal Deposit/Insurance Corporation (FDIC) or similar coverage used by other banking institutions.

Bonding

29. The SUB-RECIPIENT assures that all person handling funds received or disbursed under the agreement are covered by 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 SUB-RECIPIENT to furnish additional bonds covering the faithful performance of this agreement and all obligations arising there-under if and as required by law.

**Procurements
And Property**

30. The SUB-RECIPIENT shall have written procedures for procurement transactions. These should utilize procedures that comply with the requirements noted at 29 CFR 97.36 and those details prescribed in the statewide WIA Procurement Standards Manual. Procurements of consumable supplies or materials, equipment, and services made pursuant to this agreement shall be made by purchase order or written contract.

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

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.

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.

Subcontractors

31. The SUBRECIPIENT agrees that a subcontractor is a person or entity who has a direct or indirect contract with the SUBRECIPIENT to perform any work, labor, services, duties or functions which the SUBRECIPIENT is obligated to perform under the terms of this agreement. 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 agent, 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 which 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 or greater than twelve (12) months or until the time for termination of this agreement whichever time is less.

Assignment Of Interest

32. The SUBRECIPIENT may not assign any right or interest in this agreement, e.g. assignment is prohibited.

Conflict of Interest – the Real or Apparent

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

Monitoring Evaluation and Audit

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

Modifications

35. (A) The SUBRECIPIENT will submit a written request for a modification prior to changing any budget line item or participant service level contained in this agreement. Such requests for modification or activity shall be in the hands of Jefferson County, AL no later than five (5) workdays prior to termination of the agreement. In no instance may a cost category be exceeded.
- (B) All modifications initiated by the SUBRECIPIENT will be mutually agreed upon by the parties to this agreement.

Disallowed Cost Disputes

(C) Jefferson County may make a unilateral modification to this agreement at any time as long as such modification does not terminate said agreement.

36. (A) The SUBRECIPIENT shall assume complete and total responsibility for repayment to Jefferson County of any funds improperly expended pursuant to this agreement. The SUB-RECIPIENT 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 investigation initiated in regard to this agreement by either Jefferson County, 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 or the 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 SUB-RECIPIENT until such time as the SUB-RECIPIENT has attained all performance outcomes for reimbursement as set forth in Section 21 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 SUB-RECIPIENT 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 and 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 SUB-RECIPIENT. Nothing in this section shall be construed as preventing the SUB-RECIPIENT from appealing any such decision pursuant to the Act.

(D) The SUB-RECIPIENT 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.

Termination

37. 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 thirty (30) calendar days advance written notice of the effective date of such a termination to the other party to the agreement. The SUBRCIPIENT 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 thirty (30) 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 SUB-RECIPIENT shall have the right to appeal any determination made by the Office of Community Development under this section to the Jefferson County Commission, however, if the SUB-RECIPIENT has failed to submit an appeal within thirty (30) 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 SUB-RECIPIENT, Jefferson County shall pay to the SUB-RECIPIENT 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 with 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.

Product

38. 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 these 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.

Cost of Contract

39. (A) The total amount of this agreement shall not exceed the amount stated on the Signature Sheet.

(B) 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 can not be used as payment for any cost or obligation incurred prior to the effective date of this agreement.

(C) No over expenditures will be allowed for the total 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.

(D) Any time subsequent to the expiration of this agreement, Jefferson County may remove from the afore-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.

(E) SUB-RECIPIENT 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 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 sub-recipient with funds under this agreement shall vest in the awarding agency (Jefferson County) at time of purchase.

Public Relations

40. The SUBRECIPIENT agrees that if any type of Public Relations are performed in conjunction with the program under this contract, due credit will be given to the Act and Jefferson County.

Federal Regulation Compliance

41. 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) Aft, 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.

Amendments

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

Successors

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

Written Notice

44. 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

Warranty

- certified mail to the last business address know to the party who gives notice.
45. 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.

Rights and Remedies

46. (A) The duties and obligations imposed by this agreement and the rights and remedies available there-under shall be in addition to and not a limitation of any duties, obligations, rights or remedies otherwise imposed or available by law.
- (B) 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 there-under, except as may be specifically agreed in writing.

Suspensions of Payment

47. 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.

Audit Requirements

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

Debarment and Suspensions

49. The 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 sub-recipient 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 or 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.

Certification

50. 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 and 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 sub-recipient's shall certify and disclose accordingly.

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

**Audit Exception Unresolved
Unresolved Questioned Costs/
Outstanding Debts**

51. The SUBRECIPIENT certifies by signing this agreement it does not have any unresolved audit exceptions, unresolved questions costs or finding of fiscal inadequacy as a result of project monitoring.

Relocation

52. 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 lost of employment for any employee of such establishment at the original location.

Code of Standards

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

Public Service Employment

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

**Employment Generating
Activities And Foreign Travel**

55. 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, or similar activities. No funds under this agreement shall be used for foreign travel.

Tryout Employment

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

Reports of Violations

57. 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.

Representation

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

JEFFERSON COUNTY

SUBRECIPIENT

By: _____
**Bettye Fine Collins, President
Jefferson County Commission**

By: _____

Date: _____

Date: _____