

REQUEST FOR PROPOSALS (RFP)



For the Selection of Program Operators to Provide Workforce Innovation and Opportunity Act Funded ONE-STOP OPERATOR SERVICES

FOR THE CENTRAL ALABAMAWORKS! LOCAL WORKFORCE DEVELOPMENT AREA

FOR PROGRAM YEAR 2024

Alabama Department Commerce
Workforce Development Division/Governor's Local Workforce Areas
401 Adams Avenue, Suite 390
Montgomery, Alabama 36130
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www.centralalabamaworks.com

Release Date:
January 5, 2024

Deadline for Submission:
March 5, 2024
4:00 p.m. CST

Late submissions will not be accepted.

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- A. Proposing Agency Qualifications Form
- B. Proposal Budget Synopsis & Narrative Forms
- C. Assurances and Certifications
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- E. Local Area Map & Career Center Listing

SOLICITATION SCHEDULE

Action	Date	Timeline (days)
Release of RFP	January 8, 2024	0
Last day to Submit RFP Questions	February 15, 2024,	39
Proposals due at 4:30 p.m. CDT	March 5, 2024,	58
Program Implementation	July 1, 2024	176

I. Introduction

The Alabama Department of Commerce, Workforce Development Division (WDD) is soliciting proposals through this **Request for Proposals** for an entity to be the one-stop operator for the thirteen counties located within the Central AlabamaWorks! Local Workforce Development Area. The Workforce Innovation and Opportunity Act (WIOA) was signed into law July 22, 2014, and supersedes the Workforce Investment Act (WIA). It promotes program coordination and alignment of key employment, education, and training programs at the Federal, State, regional and local level. WIOA was designed to provide workforce development activities to increase employment, retention and earnings, and the attainment of recognized postsecondary credentials. Through these activities, the quality of the workforce will improve, economic self-sufficiency will increase, and workers will meet the skill requirements of employers and enhance the productivity and competitiveness of our nation.

In keeping with this purpose, the Alabama Department of Commerce, Workforce Development Division's primary objective is to assist all eligible citizens in achieving employment success through a variety of services provided by WIOA funds.

Target Population:	Adults, Dislocated Workers, and Youth ages 16 and over
Geographic Area:	The thirteen counties within the Central AlabamaWorks! Local Workforce Development Area; Autauga, Bullock, Chambers, Coosa, Dallas, Elmore, Lee, Lowndes, Macon, Montgomery, Perry, Russell, Tallapoosa.
Start Date:	July 1, 2024
Initial Contract End Date:	June 30, 2025
Type of Contract:	Cost-Reimbursement Contract with State Agencies
Option to Extend:	The Alabama Department of Commerce, Workforce Development Division and the Central AlabamaWorks! Local Board may extend the contract for an additional 3 years, in increments of one year, depending on program performance, availability of funds, and if it is determined to be in the best interest of the Central AlabamaWorks! Local Area.
Estimated # of WIOA Adults, Dislocated Workers, & Youth Enrolled calendar year 2022:	3,000
Budget	\$65,000 *To be reimbursed through Electronic Funds Transfer (EFT)

- A. The purpose of this solicitation is to select an organization to be the Central AlabamaWorks! Local Workforce Development Area operator for the One Stop Career Center System. **The chief role of the One-Stop Operator is to coordinate the service delivery of required one-stop partners and service providers.** It is the intention of the Alabama Department of Commerce, Workforce Development Division to award a subgrant to the responsive proposer, which best meets all the requirements and qualifications as outlined in the Program Descriptions (Section V). WIOA Adult, Dislocated Worker, and Youth Career Center Services Will be provided by the Alabama Department of Commerce, Workforce Development Division staff.

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

the RFP are allowed a “reasonable” profit that will be separately negotiated as required by federal guidelines.

Eligible respondents may include:

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

The Alabama Department of Commerce, Workforce Development Division, encourages the participation of respondents who are certified as small businesses, minority-owned firms, and women’s business enterprises whenever possible. The Alabama Department of Commerce, Workforce Development Division, is committed to Equal Opportunity in its contracting process.

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

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

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

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

B. The solicitation schedule is:

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C. RFP Questions

With the advances in technology, a traditional offerors’ conference will not be conducted with this RFP. Instead, those with questions (after you completely review the RFP) may submit your questions via e-mail to joel.henderson@commerce.alabama.gov no later than February 15, 2024. All questions received by this day will be reviewed and responses posted on the Alabama WIOA website (<https://wioa-alabama.org/rfp/>). No further questions will be acknowledged beyond the above date, and no one else is authorized to respond to any verbal or written questions.

Written questions will be accepted via e-mail sent to Joel Henderson through the following date:

Date:	February 15, 2024
Time:	4:30 p.m. CDT
E-Mail:	joel.henderson@commerce.alabama.gov

NOTE: It is the respondent's responsibility to check the website on a regular basis for updated information and written responses to all questions submitted prior to the deadline.

No other sources of responses or clarification are considered valid.

D. Ex-Partee Communication

The Alabama Department of Commerce, Workforce Development Division prohibits ex-parte communication or lobbying of any kind with any board member, Commerce Workforce Development Division staff, or other persons serving as an evaluator during the procurement process. Respondents that directly contact board members, Commerce management, or evaluators risk elimination of their proposals from further consideration.

E. Right to Cancel

The Central AlabamaWorks! Local Workforce Development Board (CAW) and Alabama Department of Commerce, Workforce Development Division (ADC/WDD) reserve the right to delay, amend, reissue, or cancel, all of this RFP at any time without prior notice. The Alabama Department of Commerce, Workforce Development Division also reserves the right to modify the RFP process and timeline as deemed necessary.

This RFP does not commit Central AlabamaWorks! or Alabama Department of Commerce, Workforce Development Division to accept any proposal, nor is the CAW or ADC/WDD responsible for any costs incurred by respondents in the preparation of responses to this RFP. CAW and ADC/WDD reserve the right to reject any or all proposals, to accept or reject any or all items in the proposal, and to award the contract in whole or in part as is deemed to be in the best interest of the Central AlabamaWorks! Local Board. The Alabama Department of Commerce, Workforce Development Division reserves the right to negotiate with any respondent after proposals are reviewed, if such action is deemed to be in the best interest of Central AlabamaWorks! and the Alabama Department of Commerce, Workforce Development Division.

F. Termination due to Non-Availability of Funds

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

G. General Instructions for Proposal Submission

1. Respondents are required to submit their proposal in a format that is easy to read and understand. The respondent must avoid repetitious material. Each proposal should clearly demonstrate the respondent's ability to effectively manage and operate a program under WIOA and provide the services requested. State law requires that proposals be received by the Alabama Department of Commerce, Workforce Development Division no later than the date and time specified in this RFP. Proposers should allow sufficient submittal time to ensure their proposals are received at Alabama Department of Commerce, Workforce Development Division by the specified time and date. The Alabama Department of Commerce, Workforce Development Division is not responsible for any late submissions. Proposals received after the specified time and date or submitted via email or facsimile will be disqualified as non-responsive to this request for proposals. **Proposals must be received by the Alabama Department of Commerce Workforce Development Division (WDD), no later than 4:30 pm CT on March 5, 2024. Proposals should be submitted as follows:**

RFP Submission Link

<https://wioa-alabama.org/rfp/>

Please follow the above link to the Open RFPs page. You will see the ability to upload a file. To ensure proposals are reviewed in full, please submit the entire proposal as one document.

2. Proposal Content:
 - Proposal Summary Form
 - Table of Contents
 - Demonstrated Ability and Past Performance
 - Program Narrative
 - Fiscal Narrative & Budget
 - Organization Description
 - Qualifications and References
 - Program Operations
 - Other Funding Sources
 - Minimum Threshold Certification & Assurances (Attachment D)
 - Local Area Map & Current Career Center Listing

3. Proposal Format Requirements

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

4. Proposers should use the forms included in this Request for Proposals. If a proposer opts to create and complete forms using their own computer software, the resulting forms must be identical to those included in this RFP. Fiscal Agent staff will e-mail RFP form files to proposers if requested.

H. Period of Performance and Contract Instrument

The Central AlabamaWorks! Local Workforce Development Board and Alabama Department of Commerce, Workforce Development Division is competitively procuring a provider of WIOA mandated service of One-Stop Program operator in the Central AlabamaWorks! Local Area. The local area is made up of thirteen counties: Autauga, Bullock, Chambers, Coosa, Dallas, Elmore, Lee, Lowndes, Macon, Montgomery, Perry, Russell, and Tallapoosa. The initial period of performance for a service provider contract resulting from this solicitation is anticipated to begin on July 1, 2024, and end June 30, 2025. If an entity receives funding for Program Year 2024 through this procurement and meets contract obligations satisfactorily, the Central AlabamaWorks! Local Board and the Alabama Department of Commerce, Workforce Development Division reserve the right to extend the contracts annually, for up to an additional three (3) years, as needed.

Contracts written with the Alabama Department of Commerce, Workforce Development Division and Central AlabamaWorks! conform to the requirements of Federal Acquisition Regulations and have the following general characteristics:

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

II. Conditions of Solicitation

The release of this Request for Proposals (RFP) does not constitute an acceptance of any offer, nor does it in any way obligate the Alabama Department of Commerce, Workforce Development Division nor the Central AlabamaWorks! Local Workforce Development Area to execute a contract with any offeror. The Alabama Department of Commerce, Workforce Development Division reserves the right to accept, reject or negotiate any or all offers on the basis of the criteria contained in this document. The final decision to execute contracts with any offeror rests solely with the Alabama Department of Commerce, Workforce Development Division and the Central AlabamaWorks! Local Workforce Development Board.

- A. Before preparing proposals, offerors should note that:
 - i. The Alabama Department of Commerce, Workforce Development Division *will not be liable* for any costs associated with the preparation of proposals or negotiation of contracts, incurred by any offeror.
 - ii. All proposals in their entirety will become the property of the Alabama Department of Commerce, Workforce Development Division upon submission.
 - iii. The award of a contract for any proposed service(s) is contingent upon:
 1. Favorable evaluation of the proposal;

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

"The information contained on pages ____, ____, ____, shall not be duplicated, used in whole or part for any purpose other than to evaluate the proposal, provided that if a contract is awarded to this office as a

result of or in connection with the submission of such information, the Alabama Department of Commerce, Workforce Development Division has the right to duplicate, use, or disclose this information to the extent provided in the contract. This restriction does not limit the agency's right to use information contained therein if obtained from another source."

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

III. Minimum Requirements

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

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

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

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

IV. Overview

A. Workforce Innovation and Opportunity Act

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

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

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

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

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

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

- Will manage all Title I activities, to include the enrollment and case management of all adult and dislocated workers.

C. Alabama Career Centers

The organization awarded the One-Stop Program Operator contract must operate the Alabama Career Centers in conformance with the “Alabama Career Center System Guide to Customer Services”. An electronic copy of these Guidelines is available upon request via email to phee.friend@commerce.alabama.gov. NOTE: All of the Alabama Career Center leases are managed by the Alabama Department of Labor. A listing of the current Alabama Career Centers in the Central AlabamaWorks! Local Area is included in Attachment E to this RFP.

Coordinated Responsibilities of the One-Stop Operator Include, but Are Not Limited to:

- The provision of all required WIOA services, including meeting minimum enrollment benchmarks for at-risk populations (e.g., participants with disabilities, ex-offenders, veterans, etc.);
- Utilization of standardized forms provided by the Alabama Department of Commerce, Workforce Development Division, and all other partner agencies;
- Utilization of Workforce Development Division’s current data tracking system or any future system as determined by the Alabama Department of Commerce, Workforce Development Division;
- Locating at the Alabama Career Centers with a cost sharing agreement, as needed and upon request by the Alabama Department of Commerce, Workforce Development Division;
- Ensuring proper certifications for staff that may be required for any assessment tools;
- Coordination of services with mandatory partners under the guidance of the Alabama Department of Commerce, Workforce Development Division;
- Documenting participant services and activities in the State of Alabama’s Management Information System (MIS); and
- Ensuring the Local Area has **at least one** comprehensive career center;

D. Responsibilities Revisions

The roles and responsibilities of the Alabama Department of Commerce, Workforce Development Division and service providers will change as:

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

V. Program Description

A. Service Delivery Basics

Alabama Career Center Program Operator– The Alabama Career Center System is required to have a Center Operator. The best way to describe the Operator’s role is as a “mall manager.” The Operator is responsible for managing the Center facility for the benefit of a wide variety of co-located workforce partners. The chief role of the One-Stop Operator is to coordinate the service delivery of required one-stop partners and service providers. As part of this role, the operator coordinates the assignment of partner Agency staff to the Center’s resource room and directing customers to co-located service providers.

The career center operator will work with core partners to delineate and implement shared service strategies for job seekers and businesses and identify related shared customer flow strategies that will include, but not be limited to, operational and service workflows, outreach to shared customers, coordinated staff development and training, follow-up procedures after job placement, marketing and community integration, co-locations of staff.

The operator will work with the partners to create streamlined standards and processes. Specifically, the system will include standardized service pathways for customers, common intake procedures and assessments, and procedures to ensure consistent and regular communication between partners. The operator will implement a quality control system to ensure that data is captured represents the diversity of partnerships with core partners as it relates to staffing and programming.

B. Targeted Geographical Area

The thirteen Alabama counties will be served by Central AlabamaWorks!:

Autauga	Elmore	Montgomery
Bullock	Lee	Perry
Chambers	Lowndes	Russell
Coosa	Macon	Tallapoosa
Dallas		

Proposers must complete the Proposing Agency Qualifications (Attachment A).

C. Program and Partner Service Strategies

The respondent must demonstrate in their project narrative how they plan to ensure collaboration with other non-profit, for-profit, public entities and other key stakeholders and system partners that will be critical to a successful workforce system including but are not limited to:

- Adult Education
- Vocational Rehabilitation
- Wagner-Peyser Programs
- TANF and the SNAP workforce programs
- Low-Income Housing
- Libraries and Community Centers
- Veteran Programs
- Job Corps
- Community Based Block Grants
- Title 1 Services

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

A. Demonstrated Ability

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

- Describe how you have operated a workforce development program of similar size and scope to the one proposed, and how you addressed participant employment and training needs.
- Describe how you have collaborated and executed a project with multiple stakeholders. Include the distinct roles of each partner and the steps taken to achieve positive outcomes.

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

VII. Program Narrative – up to 40 points

Proposer will propose for the One-Stop Operator of the Alabama Career Center System. The proposer may receive up to 40 points for the One-Stop Operator narrative.

Alabama Career Center Operator –40 points

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

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

VIII. Fiscal Narrative and Budget – 25 points

A. Narrative

- Describe the organization's experience with managing Federal funds and the experience that fiscal staff employed by the organization have in administering federal funds.

- Describe the organization's familiarity with Federal financial management standards. Discuss how the organization ensures compliance with those standards.
- Describe any leveraged community and partner resources.

B. Budget

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

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

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

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

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

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

IX. Minimum Threshold Certification

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

X. Proposal Rating

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

Section	Maximum Allowable Points
Demonstrated Ability	35
Alabama Career Center Operator Narrative	40
Budget	25

THE ALABAMA DEPARTMENT OF COMMERCE, WORKFORCE DEVELOPMENT DIVISION
PROGRAM YEAR 2024 ALABAMA CAREER CENTER OPERATOR
Request for Proposal

Contractor Qualifications

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

PROPOSED BUDGET

WIOA Funds Requested _____

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

Printed Name:	Title:
Signature:	Date:

➤ **Copy must be submitted with Proposal:**

- ☐ Copy of the documentation proving legal entity (proof of Incorporation, 501(c) (3), etc.)

➤ **Copy must be submitted prior to a Grant Award:**

- ☐ Copy of Table of Contents of Personnel Policies
☐ Copy of written Conflict of Interest Policy of staff and board, including nepotism
☐ Copy of written Grievance Procedure for WIOA Title I Participants
☐ Copy of annual budget document showing total budget
☐ Revenue documentation showing more than one funding source for the organization
☐ Copy of the most recent formal audit (completed within last 2 years) or most recent audited financial statements proving fiscal capacity and capacity for fund accounting on an accrual basis

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

PGS #1

Staff Compensation

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

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

Example:

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

PGS #2

Staff Fringe Benefits

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

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

Example:

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

PGS #3

Travel and Transportation

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

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

PGS #4

Facility Costs

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

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

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

PGS #5

Communications

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

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

PGS #6

Office Supplies

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

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

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

PGS#7

Books and Training/Teaching Aids

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

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

PGS#8

Equipment

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

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

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

PGS #9

Contractual

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

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

PGS #10

Other Direct Costs

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

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

PGS #11

Indirect Costs

Indirect costs may be applied to the program if the Service Provider has an approved indirect cost rate. Indirect charges to the program will be based on actual direct expenditures and not on budget estimates. The Alabama Department of Commerce, Workforce Development Division reserves the right to negotiate all indirect cost rates applied to any WIOA-funded program. A budget for Indirect Cost requires a copy of the proposers current approved Indirect Cost Rate Documents.

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

Proposed Budget Administration Costs

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

Proposed Budget Program Cost

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

BUDGET BACKUP
Administration

Line Item No: A.1 Salaries

AMOUNT
APPROVED

Full Time Equivalent Positions

\$

Line Item No: A.2 Fringe Benefits

AMOUNT
APPROVED

TOTAL

\$

Line Item No: A.3 Travel

AMOUNT
APPROVED

Based on approved state rate for mileage
and per diem.

\$

Line Item No: A.4 Facilities

AMOUNT
APPROVED

\$

BUDGET BACKUP
Administration Area

Line Item No: A. 5
Communications

AMOUNT

APPROVED

TOTAL

\$

Line Item No: A. 6 Office Supplies

AMOUNT

APPROVED

TOTAL

\$

Line Item No: A.7 Equipment

AMOUNT

APPROVED

TOTAL

\$

Line Item No: A.8 Other

AMOUNT

APPROVED

TOTAL

\$

Line Item No: A.10 Indirect Cost

AMOUNT

APPROVED

TOTAL

\$

BUDGET BACKUP

Program Costs

Line Item No: B.1 Salaries

AMOUNT
APPROVED

Full Time Equivalent Positions

\$

Line Item No: B.2 Fringe Benefits

AMOUNT
APPROVED

TOTAL

\$

Line Item No: A.3 Travel

AMOUNT
APPROVED

Based on approved state rate for mileage
and per diem.

\$

Line Item No: A.4 Facilities

AMOUNT

APPROVED

Line Item No: A. 5 Communications

AMOUNT
APPROVED

TOTAL

\$

BUDGET BACKUP

Program Costs

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

	<u>AMOUNT</u> <u>APPROVED</u>
<u>Line Item No: A. 7 Books & Training</u>	
TOTAL	\$

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

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

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



State of Alabama Disclosure Statement

(Required by Act 2001-955)

ENTITY COMPLETING FORM

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

()

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

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

()

This form is provided with:

☐

Contract

☐

Proposal

☐

Request for Proposal

☐

Invitation to Bid

☐

Grant Proposal

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

☐

Yes

☐

No

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

STATE AGENCY/DEPARTMENT	TYPE OF GOODS/SERVICES	AMOUNT RECEIVED
-------------------------	------------------------	-----------------

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.

STATE AGENCY/DEPARTMENT	DATE GRANT AWARDED	AMOUNT OF GRANT
-------------------------	--------------------	-----------------

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

NAME OF PUBLIC OFFICIAL/EMPLOYEE	ADDRESS	STATE DEPARTMENT/AGENCY
----------------------------------	---------	-------------------------

OVER

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.)

NAME OF FAMILY MEMBER	ADDRESS	NAME OF PUBLIC OFFICIAL/ PUBLIC EMPLOYEE	STATE DEPARTMENT/ AGENCY WHERE EMPLOYED
-----------------------	---------	---	--

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

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

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

NAME OF PAID CONSULTANT/LOBBYIST	ADDRESS
----------------------------------	---------

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 2001-955 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.

State of Alabama)

County of _____)

CERTIFICATE OF COMPLIANCE WITH THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535, as amended by Act 2012-491)

DATE: _____

RE: Contract/Grant/Incentive (*describe by number or subject*):

by and between

(Contractor/Grantee) and

Alabama Department of Commerce (State Agency, Department, or Public Entity)

The undersigned hereby certifies to the State of Alabama as follows:

1. The undersigned holds the position of _____ with the Contractor/Grantee named above, and is authorized to provide representations set out in this Certificate as the official and binding act of that entity, and has knowledge of the provisions of THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535 of the Alabama Legislature, as amended by Act 2012-491) which is described herein as "the Act".

2. Using the following definitions from Section 3 of the Act, select and initial either (a) or (b), below, to describe the Contractor/Grantee's business structure.

BUSINESS ENTITY

Any person or group of persons employing one or more persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood, whether for profit or not for profit. "Business Entity" shall include, but not be limited to the following:

a. Self-employed individuals, business entities filing articles of incorporation, partnerships, limited partnerships, limited liability companies, foreign corporations, foreign limited partnerships, foreign limited liability companies authorized to transact business in this state, business trusts, and any business entity that registers with the Secretary of State.

b. Any business entity that possesses a business license, permit, certificate, approval, registration, charter, or similar form of authorization issued by the state, any business entity that is exempt by law from obtaining such a business license, and any business entity that is operating unlawfully without a business license.

EMPLOYER

Any person, firm, corporation, partnership, joint stock association, agent, manager, representative, foreman, or other person having control or custody of any employment, place of employment, or of any employee, including any person or entity employing any person for hire within the State of Alabama, including a public employer. This term shall not include the occupant of a household contracting with another person to perform casual domestic labor within the household.

(a) The Contractor/Grantee is a business entity or employer as those terms are defined in Section 3 of the Act.

(b) The Contractor/Grantee is not a business entity or employer as those terms are defined in Section 3 of the Act.

3. As of the date of this Certificate, Contractor/Grantee does not knowingly employ an unauthorized alien within the State of Alabama and hereafter it will not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama;

4. Contractor/Grantee is enrolled in E-Verify unless it is not eligible to enroll because of the rules of that program or other factors beyond its control.

Certified this _____ day of _____

Name of Contractor/Grantee/Recipient

By: _____

Its _____

The above Certification was signed in my presence by the person whose name appears above, on this

_____ day of _____

WITNESS: _____

Printed Name of Witness

WIOA TITLE I FUNDING SOURCE: _____

**State of Alabama
Alabama Department of Commerce
Workforce Development Division
General Provisions**

ASSURANCES & CERTIFICATIONS

The SUBRECIPIENT assures and certifies that:

The Act

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

Administrative Requirements

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

Amendments

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

Agreement

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

Legal Capacity

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

Grievance Procedures

6.

It will utilize the grievance procedures established by the GRANTOR. It will ensure that any of its subcontractors, which are employers of participants, will (1) maintain grievance procedures relating to the terms and conditions of employment, which allow for, at the complainant's request, a review of the employer's decision by the GRANTOR; or (2) utilize the grievance procedure established by the GRANTOR; and (3) inform participants of the procedure they are to follow.

Records

7.

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

It will comply with the requirements in Training and Employment Guidance letter (TEGL)39-11, Guidance on the Handling and Protection of Personally Identifiable Information (PII)), found at http://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=7872.

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

Sectarian

8.

Participants shall not be employed on the construction, operation, or maintenance of so much of any facility as is used or to be used for sectarian instruction or as a place for religious worship (except with respect to the maintenance of a facility that is not primarily or inherently devoted to sectarian instruction or religious worship in a case in which the organization operating the facility is part of a program or activity providing services to participants) per the WIOA Section 188(a)(3).

Safety

9.

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

Conditions of Employment

10.

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

Workers' Compensation

11.

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

Maintenance of Effort

12.

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

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

Training Objectives

13.

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

Use of Funds Supplanting

14.

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

Reports

15.

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

Participant Selection

16.

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

Performance

17.

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

Acceptability

18.

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

Indemnification

19.

To the fullest extent permitted by law, the SUBRECIPIENT shall indemnify and hold harmless the GRANTOR, its officers, agents, employees and representatives, from and against liability, claims, damages, losses, costs and expenses, including but not limited to attorney's fees, for, or on account of any claims, suits or damages of any character whatsoever, which result from injuries, actual or perceived, by or to any person or property, which are attributable in whole or part to any negligent or willful act or omission of any officer, employee, agent or representative of the SUBRECIPIENT.

Bank Account

20.

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

Bonding

21.

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

Procurements and Property

22.

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

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

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

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

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

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

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

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

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

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

Subcontractors

23.

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

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

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

Monitoring Evaluation and Audit

24.

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

Modifications

25.

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

Product Ownership

26.

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

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

Copyrights

27.

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

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

Cost of Contract

28.

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

Public Relations

29.

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

Source Documents

30.

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

Successors

31.

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

Written Notice

32.

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

Warranty

33.

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

Rights and Remedies

34.

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

Construction

35.

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

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

- D. To fund disaster relief employment on projects for demolition, cleaning, repair, renovation, and reconstruction of damaged and destroyed structures, facilities, and lands located within a disaster area (WIOA Section 170(d)(1)(A)).

Relocation

36.

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

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

Code of Standards

37.

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

Public Service Employment

38.

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

Employment Generating Activities

39.

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

Foreign Travel

40.

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

Disputes

41.

- A. The SUBRECIPIENT agrees to attempt to resolve disputes arising from this agreement by administrative processes and by negotiations in lieu of litigation. Continued performance during all disputes is assured.

- B. Any dispute concerning a question of fact arising under this agreement, which is not settled by informal means, shall be decided by the GRANTOR's authorized representative, who shall reduce his/her decision to writing and mail or otherwise furnish a copy thereof to the SUBRECIPIENT.
- C. In connection with any dispute or appeal arising under this section, the SUBRECIPIENT shall be afforded an opportunity to be heard and to offer evidence in support of its position; the SUBRECIPIENT shall be accorded this opportunity prior to any decision by the GRANTOR's authorized representative. Pending the appeals process and a final decision of a dispute hereunder, the SUBRECIPIENT shall proceed diligently with the performance of this agreement in accordance with the GRANTOR's decision.
- D. The SUBRECIPIENT will have protest procedures to handle and resolve disputes relating to its procurements. A protester shall exhaust all administrative remedies with the SUBRECIPIENT before pursuing a protest at a higher level.

Terminations

42.

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

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

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

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

Hearing on Appeal

43.

The Subrecipient shall have the right to appeal any determination to terminate made by the Department; however, if the Subrecipient has failed to submit his appeal, in writing, within ten (10) calendar days from

written notice of the termination and/or has failed to request and receive approval from the Department for extension of such, then he shall have no further right of appeal.

The hearing shall be conducted at the Department's offices in Montgomery, Alabama, or any other appropriate location at the Department's discretion, with a written notification of the time, place, and subject matter by the Department to the Subrecipient.

Nondiscrimination/Equal Opportunity

44.

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

- Section 188 of the WIOA of 2014, which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I-financially assisted program or activity; and
- Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin; and
- Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities; and
- The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
- Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs; and
- The grant applicant also assures that it will comply with 29 CFR part 37 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIOA Title I-financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIOA Title I-financially assisted program or activity. The grant applicant understands that the United States has the right to seek judicial enforcement of this assurance.

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

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

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

45.

In the event this contract or grant award is for an amount which exceeds \$2,000 and is a prime construction contract, the Contractor or Subrecipient shall comply with the Davis-Bacon Act, 40 U.S.C. 3141-3148, as supplemented by Department of Labor regulations at 29 CFR Part 5, which includes provisions providing for the payment of mechanics and laborers at a rate not less than the prevailing wages specified in a wage determination issued by the United States Secretary of Labor, and provides for the payment of wages to mechanics and laborers not less than once a week. Additionally, for all prime construction contracts in excess of \$2,000, the Contractor or Subrecipient shall comply with the Copeland "Anti-Kickback" Act, 40 U.S.C. 3145, as supplemented by Department of Labor regulations (29 CFR Part 3), which prohibits a

Contractor or Subrecipient from inducing any person employed in the construction, completion, or repair of a public work from giving up any compensation to which he or she is entitled to receive. In the event of a suspected or reported violation of either the Davis-Bacon Act or Copeland "Anti-Kickback" Act, the Department shall report such violation to the Federal awarding agency.

Contract Work Hours and Safety Standards Act

46.

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

Rights to Inventions Made Under a Contract or Agreement

47.

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

Clean Air Act and Federal Water Pollution Control Act

48.

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

Energy Conservation

49.

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

Debarment and Suspension

50.

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

The Subrecipient shall require participants in lower tier covered transactions to include the certification on Government-wide Debarment and Suspension (Non-Procurement) for it and its principals in any proposal submitted in connection with such lower tier covered transactions (See Code of Federal Regulations, 2

CFR Part 180.300). The Excluded Parties List System is available for access from the System of Award Management website at <https://www.SAM.gov>.

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

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

Certification Regarding Lobbying

51.

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

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the SUBRECIPIENT shall complete and submit Standard Form-LL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The SUBRECIPIENT shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code.

Procurement of Recovered Materials

52.

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

Tobacco Smoke

53.

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

Drug-Free Work Place Requirements

54.

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

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

Transparency Act Requirements

55.

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

Political Activity

56.

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

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

Human Trafficking Provisions

57.

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

Purchases of American-Made Equipment and Products

58.

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

Mandatory Disclosures

59.

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

Not to Constitute a Debt of the State

60.

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

Conflicting Provision

61.

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

Immunity and Dispute Resolution

62.

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

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

Disclaimer

63.

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

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

Access to Records

64.

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

Assignability

65.

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

Contingency Clause

66.

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

Conflict of Interest Real or Apparent

67.

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

Indirect Cost

68.

In accordance with 2 CFR §200.331(a)(1)(xiii) and (a)(4), and 2 CFR §200.414, subrecipients of federal awards may charge indirect costs to the award unless statutorily prohibited by the federal program and in accordance with any applicable administrative caps on federal funding. **Alabama Department of Commerce** will not negotiate indirect cost rates with subrecipients, but will accept a federally negotiated indirect cost rate or the 10% de minimis rate of the modified total direct cost (MTDC) as defined in 2 CFR §200.68. If requesting the 10% de minimis rate, subrecipients must submit a certification that the entity has never received a federally approved indirect cost rate. Subrecipients are allowed to allocate and charge direct costs through cost allocation. However, in accordance with 2 CFR §200.403, costs must be

consistently charged as either indirect or direct costs but not charged as both or inconsistently charged to the federal award. Once chosen, the method must be used consistently for all federal awards until such time as negotiated rate is approved by the subrecipients' federal cognizant agency.

Audit Requirements

69.

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

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

Copies of all required audits must be submitted to:

Alabama Department of Commerce

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

And an additional copy to:

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

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

Audit Exceptions/Unresolved Questioned Costs/Outstanding Debts

70.

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

Suspensions of Payments

71.

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

Should the Subrecipient incur an unresolved audit exception or have unresolved questioned costs or finding of fiscal inadequacy as a result of any project monitoring by any division of **Alabama Department of Commerce**, then **Alabama Department of Commerce** shall not enter into any other contract, agreement,

grant, etc., with said grantee until the audit exception or questioned cost or finding of fiscal inadequacy has been resolved.

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

Disclosure Statement

72.

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

Compliance with Federal, State, and Local Laws

73.

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

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

Representation

74.

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

Name of Organization's Authorized Administrator

Signature of Authorized Administrator

Name of Organization

Date

Note: These Provisions may be revised as necessary upon issuance of the WIOA's Implementing Regulations in 2016.

Alabama Department of Commerce, Workforce Development Division
Minimum Threshold Certification

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

Program Organization: _____

Project/Activity: _____

Program Location: _____

MINIMUM THRESHOLD REQUIREMENTS

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

Requirements for Qualification as an Eligible Service Provider:

I. To be eligible, the proposer must be qualified to do business in the State of Alabama. The Alabama Department of Commerce, Workforce Development Division prefers that service providers be incorporated; however, a service provider may be a sole proprietorship, a commission, or another type of organization when in the best interest of the project proposed.

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

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

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

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

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

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

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

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

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

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

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

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

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

VII. CERTIFICATION STATEMENT

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

Name of Proposing Entity

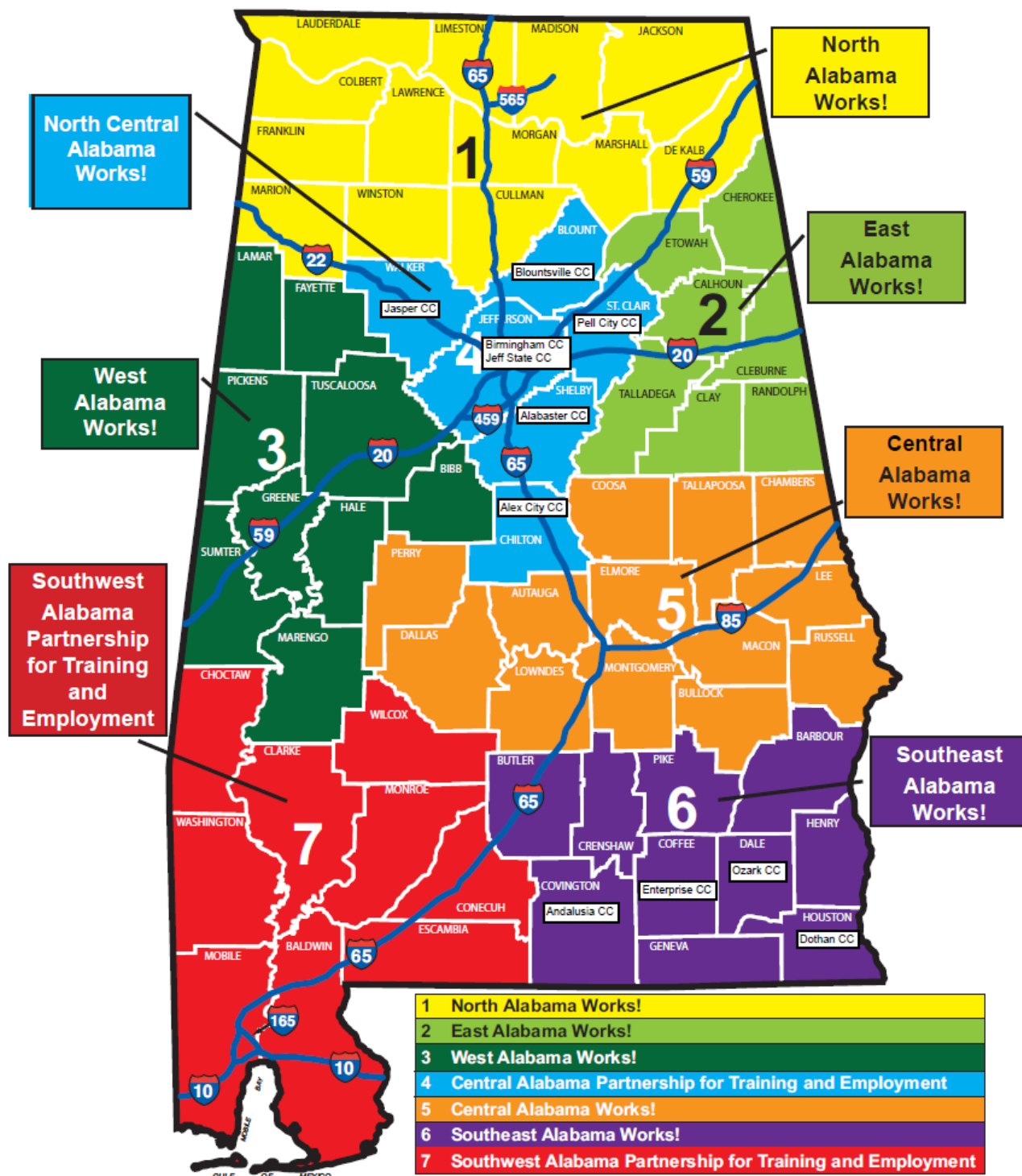
Name of Certifying Official

Signature of Certifying Official

Date

STATE OF ALABAMA

Workforce Innovation and Opportunity Act LOCAL WORKFORCE DEVELOPMENT AREAS



Alabama Local Workforce Development Areas

Current Central AlabamaWorks! Career Center Locations

Career Center	City	County	Local Area
Alexander City Career Center	Alexander City	Coosa	5
Opelika Career Center	Opelika	Lee	5
Montgomery Career Center	Montgomery	Montgomery	5
Prattville Career Center	Prattville	Autauga	5
Selma Career Center	Selma	Dallas	5