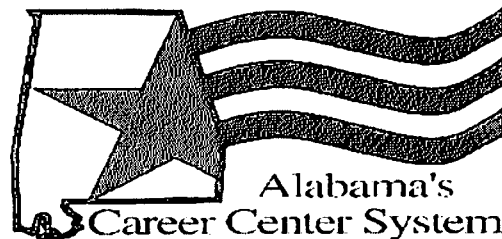


REQUEST FOR PROPOSAL (RFP)



“GOVERNOR’S RECOVERY ACT SKILLS TRAINING PROGRAM”

**FOR THE SELECTION OF CONTRACTORS TO PROVIDE
SHORT TERM OCCUPATIONAL SKILLS TRAINING
FOR ADULTS AND DISLOCATED WORKERS**

**FOR THE 65-COUNTY LOCAL AREA
(EXCLUDING MOBILE AND JEFFERSON COUNTIES)**

FOR PROGRAM YEAR 2009

**Governor’s Office of Workforce Development
ADECA Workforce Development Division
401 Adams Avenue
Montgomery, Alabama 36104**

**www.owd.alabama.gov
www.adeca.alabama.gov**

June 23, 2009

**- Equal Opportunity Employer / Program -
GOVERNOR’S OFFICE OF WORKFORCE DEVELOPMENT**

**ALABAMA DEPARTMENT OF ECONOMIC AND COMMUNITY AFFAIRS
WORKFORCE DEVELOPMENT DIVISION
ALABAMA WORKFORCE INVESTMENT AREA
401 ADAMS AVENUE, ROOM 320
MONTGOMERY, ALABAMA 36104**

**WORKFORCE INVESTMENT ACT (WIA) – TITLE I-B PROGRAMS
PROGRAM YEARS 2009-2010 REQUEST FOR PROPOSALS**

Submittal Deadline:

July 22, 2009

Request for Proposals: To solicit proposals for innovative dedicated programs for assisting WIA eligible adults and dislocated workers by providing short term occupational skills training throughout the Alabama Workforce Investment Area (AWIA) 65 counties, excluding Jefferson and Mobile counties. The AWIA's mission is to enable WIA eligible adults and dislocated workers to acquire skills necessary to successfully enter or to re-enter the workforce.

A copy of the proposal is available for download at the following web sites: www.adeca.alabama.gov www.owd.alabama.gov or www.stimulus.alabama.gov. A mailed hard copy may be requested by e-mailing: Q&AGRASTP@dpe.edu .

You are invited to submit proposals (one original and one copy) in accordance with the requirements of this Request for Proposals. It is required that your proposals are received before 5:00 p.m. (CDT), July 22, 2009 the following addresses:

Hand Delivery (or UPS, Fed Ex, etc.):

Governor's Office of Workforce Development
ATTN: GRASTP
401 Adams Avenue, Room 320
Montgomery, Alabama 36104

U.S. Postal Service:

Governor's Office of Workforce Development
ATTN: GRASTP
Post Office Box 302130
Montgomery, Alabama 36130-2130

Each proposal must include a signed transmittal letter by an official authorized to bind the offeror, and it will contain a statement to the effect that this binding request will be for a period of at least 120 days from the closing date of submission.

This solicitation does not commit the Governor's Office of Workforce Development (GOWD) or Alabama Department of Economic and Community Affairs (ADECA) Workforce Development Division (WDD) to award a grant, to pay any costs incurred in the preparation of a proposal, or to procure or contract for goods or services. The GOWD reserves the right to accept or reject any or all proposals received as a result of the solicitation (herein after referred to as RFP), to negotiate with all qualified offerors,

and to cancel in part or in whole the RFP if in the best interest of the AWIA and its workforce program.

Request for Proposals Schedule

Date	Action
June 23, 2009	Release of RFP
June 23 – July 8, 2009	Question & Answer Period (by e-mail only)
July 22, 2009	Due Date for Proposals
July 23, 2009	Notification to applicant of incomplete proposals that will not be considered for funding
July 24, 2009	Proposals provided to evaluation team for review
August 3, 2009	Proposals scored, reconciled, and priority ranked
August 12, 2009	State Workforce Planning Council (SWPC) considers recommended proposals for approval
August 13, 2009	Begin contacting those selected for negotiations

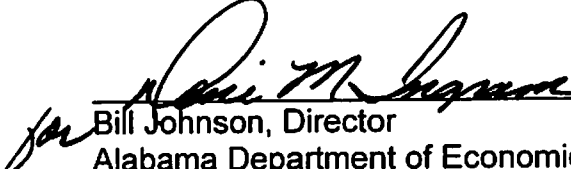
NOTE: All dates after the final proposal submission deadline are approximate and may be adjusted as conditions dictate, without addendum to this RFP.

Proposers will be contacted within 30 days following the due date concerning the status of their proposals and notified of any possible contract negotiation dates.

Questions

All questions relating to this RFP should be emailed to the following address:
Q&AGRASTP@dpe.edu

A response will be formulated to each question and the question and answer will be provided by e-mail. A Q&A archive section will be available for viewing at www.owd.alabama.gov. No verbal (telephone or otherwise), questions will be accepted nor responded to. No GOWD or ADECA staff should be contacted in regard to this RFP.



Bill Johnson, Director
Alabama Department of Economic and Community Affairs

6.23.09
Date



Matthew Hughes, Director
Governor's Office of Workforce Development

6/23/09
Date

TABLE OF CONTENTS

Part A	Background and Purpose of this RFP	Page	5
Part B	General Instructions	Pages	5 – 10
Part C	Scope of the Request for this Proposal	Pages	11 – 12
Part D	Proposal Evaluation Process and Criteria	Pages	12 – 13
Response	RFP Response Package	Page	14
Part E	Statement of Work: Narrative and Program Design	Pages	15 – 16
	Proposal Evaluation Criteria/Worksheet	Page	17
	Contractor Cover Sheet	Page	18
	Proposing Agency Qualifications	Pages	19 – 20
	Proposed Line Item Budget and Line Item Component Definitions for Use in Preparing the Budget Narrative	Pages	21 – 28
	Disclosure Statement	Pages	29 – 31
	Request for Dun & Bradstreet (D & B) D-U-N-S Number	Page	32

Attachments

A)	American Recovery Act Provisions	A1 – A2
B)	WIA Assurances and Certifications	B1 – B13
C)	WIA Adult and Dislocated Worker Eligibility Information	C1 – C5
D)	WIA Participant Summary Monthly Report	D1

PART A: BACKGROUND

Alabama's long-term economic health depends on having an educated and skilled workforce able to meet the demands of an ever-changing marketplace in the global economy.

The GOWD, AWIA serves as the administrative entity for activities pursuant to the workforce development programs funded and regulated under the federal Workforce Investment Act of 1998 (WIA), which is intended to serve WIA eligible adults and dislocated workers that reside in the 65 county AWIA area (all Alabama counties excluding Jefferson and Mobile). WIA performance measures for AWIA are as follows:

1. Entered Employment Rate
2. Employment Retention Rate
3. Average Six Months Earnings
4. Employment and Credential Rate

The Alabama Workforce Investment Area Local Board (AWIALB) is comprised of representatives from the public and private sectors as prescribed in Section 117 of WIA and is responsible for setting policy and overseeing WIA funded activities in the AWIA. Activities solicited through this RFP have been endorsed by the AWIALB.

PURPOSE OF THIS RFP:

The Governor's Office of Workforce Development (GOWD) and the Alabama Department of Economic and Community Affairs (ADECA) are pleased to announce the Governor's Recovery Act Skills Training Program (GRASTP) and the solicitation of proposals for stand-alone (dedicated) skills training projects for dislocated workers and adults, under Workforce Investment Act (WIA) / American Recovery and Reinvestment Act of 2009 (ARRA) funding (see Attachments A & C). Projects should provide training for high demand, high growth jobs and/or preparation for green jobs that provide career pathways to green industries available in Alabama. GRASTP project funding will be awarded and administered by the Alabama Department of Economic and Community Affairs (ADECA) which is the state's fiscal agent for WIA funds.

PART B: GENERAL INSTRUCTIONS

B.1. Proposal Constitutes Offer:

By submitting a proposal, the Proposer agrees to be governed by the terms and conditions as set forth in this document and any subsequent changes in the program regulatory requirements or required by the GOWD and ADECA WDD through the negotiation process.

B.2. Applicant and Service Provider Qualifications:

In accordance with the Employment and Training Administration's (ETA's) Training and Employment Guidance Letter (TEGL) Number 14 – 08, Change 1, applicants for which contracts may be written with the ARRA funds are institutions of higher education, such as community colleges (need not be on the State's WIA Eligible Training Provider List) and other providers of training services that are not institutions of higher education, but must be on the State's WIA Eligible Training Provider List, available for viewing at www2.dir.state.al.us/alcrs/. Entities that do not meet this criteria should not apply for these ARRA funds.

Proposers must, upon request of the GOWD, furnish satisfactory evidence of their ability to successfully provide their proposed services in accordance with the terms and conditions of this RFP. The GOWD and the ADECA WDD reserves the right to make the final determination as to the proposer's ability to provide the services requested before entering into any grant agreement.

Proposers should note that the provision of the services specified in this RFP requires knowledge and understanding of the Workforce Investment Act of 1998 and its implementing regulations. Particular attention should be directed to Training and Employment Guidance Letters 14-08 (to include Change 1) for implementation, and 24-08 for accountability reporting. The Department of Labor maintains an Internet website at www.doleta.gov that provides this valuable information about WIA and related adult and dislocated worker activities.

B.3. Funding Period and Project Timeframe:

The number of approved projects depends on the number received and the final negotiated price of each one. Each project should plan on serving a minimum of 35 participants by the end of 12 months from the start date of the project. Projects may be operated in an open entry / open exit or fixed schedule format. Program delivery should be on an accelerated schedule to maximize the number served and to prepare participants for job entry in the shortest time possible. The anticipated starting date for training projects should be no later than September 1, 2009. Projects will be funded for 12 months. Non-credit training curricula should be designed to facilitate the awarding of credit for prior learning experiences, whenever possible.

Monthly expenditure reporting is required until the grant is closed out as required by the ADECA. A grant will be considered closed when one of the following actions occur: 1) the funding is entirely expended; 2) the need for which the grant was awarded is met; 3) changes have occurred and the project has been deactivated (rescission applies); or 4) performance measures are unfavorable and rescission is directed by the Alabama Workforce Investment Area Board. **There is no implication for continued funding beyond the grant closeout date.** No projects are authorized to begin incurring costs until contract negotiations have been completed and the agreement is fully executed and transmitted via award letter from Governor Riley.

B.4 Proposed Activities

Activities proposed for funding must be justified by documented needs. Documentation may be provided by analyzing demographic and labor market data and by stated needs of business and industry. The proposed activity must be an allowable training activity in accordance with WIA Section 134 (d)(4)(D).

B.5. Coordination and Collaboration:

Proposed projects must address collaboration with the local Alabama Career Center as well as other community partners (e.g., service providers such as colleges and schools, businesses, community organizations, faith-based organizations) so that resources are used efficiently and effectively to address workforce development needs. The required flow of eligible participants is through the local Alabama Career Center. The Career Centers determine WIA eligibility for all WIA (including ARRA funded projects) projects and will process all WIA eligibility enrollment paperwork. Each entity submitting a proposal should coordinate with local Career Center to ascertain if there is a "pool" of potential applicants interested in the proposed training.

NOTE: Include letters of support from involved businesses, agencies or organizations in connection with the proposed program only if businesses are indicating a commitment to consider hiring those who successfully complete the proposed training through the employer's own selection process. Also, if an employer is willing to let equipment and/or facilities be used for such training, a signed letter should be included. If other organizations are providing support, then a letter should be included with the proposal.

Performance Accountability

Projects must include anticipated outcomes and performance measures appropriate for the proposed activities. The final measures and outcomes will be negotiated between the applicant and GOWD / ADECA. (See Item C.6.)

Minimum performance measures for training and education projects include numbers served and positive outcomes appropriate to the activity (e.g., number obtaining employment, number retaining employment, number continuing education or training, average wage increases). Determination of performance will be based on data for each participant as reported and entered into the WIA participant management information system and wage records obtained from the Department of Industrial Relations.

B.6. Time Frame

Costs may be incurred once all parties sign the grant agreement but not before the effective date of the agreement. Grants will be issued for up to 12 months.

The AWIALB reserves the right to extend/renew its initial grant for approved activities, but not beyond June 30, 2011. The AWIALB's decision to extend/renew a grant for activities (if agreeable to the service provider) will be based upon:

- The continued need for the particular activity
- The availability of WIA ARRA funds for the purpose initially funded
- Satisfactory performance by the service provider during the initial grant period
- Negotiation of a satisfactory budget for the renewal/extension period(s)

B.7. No Obligation to the GOWD and ADECA Workforce Development Division

The GOWD or ADECA WDD, or any agent thereof on behalf of the AWIA, will not be obligated in any way by any proposer's response to this RFP. Pre-agreement costs are not authorized.

B.8. Amendments

Verbal comments or discussion relative to this solicitation cannot add, delete, or modify any written provision. Any alterations must be in the form of a written amendment to all proposers by the GOWD / ADECA WDD.

Proposers must meet all the specific requirements set forth in this RFP in order to be considered as having offered an acceptable proposal.

B.9. Multiple Proposals

Proposers may submit more than one proposal. Each proposal must satisfy the requirements of this RFP and include complete budget information. Proposers submitting multiple proposals should clearly label each set as separate proposals for alternative activities.

B.10. Receipt of Proposals

State law requires that proposals be received by the GOWD no later than the date and time specified in this RFP. Proposers who mail proposals should allow for a sufficient mail delivery period to ensure timely receipt of their proposal by the issuing office. The GOWD is not responsible for any late deliveries by any carrier. Postmarks will not be considered in determining date and time of receipt. Notification of receipt will be e-mailed to the contact person's e-mail address identified on the cover sheet, for proposals that are received by the due date.

Proposals must be received at the Governor's Office of Workforce Development (GOWD), no later than 5:00 p.m. (CDT) on July 22, 2009. Proposals must be submitted as follows:

By Mail to:

Governor's Office of Workforce
Development
ATTN: GRASTP
Post Office Box 302130
Montgomery, Alabama 36130-2130

Hand Deliver to:

Governor's Office of Workforce
Development
ATTN: GRASTP
Alabama Center for Commerce Bldg.
401 Adams Avenue, Room 320
Montgomery, Alabama 36104

B.11. Proposal Submission Format

Proposers should submit one (1) original and one (1) copy of each proposal. The original proposal should bear an ink signature from an officer of the proposer entity that is authorized to bind the proposer. The original proposal should be stamped or otherwise annotated so that the GOWD can easily identify which bears the original signature.

Proposals should be compiled as a single volume and then stapled or spring clipped in its upper left corner. Use standard 8.5 x 11" white paper for all proposals. Proposals must be double spaced and in 12-point font. The narrative must **not** be more than **20 pages**.

B.12. Proposal Costs

The proposer will bear all costs associated with the preparation and mailing of its proposal(s).

B.13. Confidential Information

No documents relating to this procurement will be presented or made otherwise available to any other person, agency, or organization prior to the proposal evaluation process. Commercial or financial information obtained in response to this RFP that is privileged and confidential and is clearly marked as such will not be disclosed. All proposers, therefore, must visibly mark as "confidential" each part of their proposal that they consider contains proprietary information.

B.14. Award Information

The GOWD, ADECAWDD, and State Workforce Planning Council reserve the right to select such proposals deemed appropriate, and are not bound to accept any proposal based on price alone, further reserving the right to reject any and all proposals if it is deemed to be in the AWIA's best interest to do so.

B.15. Negotiation / Discussion

Following the evaluation process, the GOWD and ADECA/WDD reserve the right to conduct discussions with proposers whose proposals appear eligible for funding for clarification purposes in order to assure a full understanding of the proposed activities and processes. Applicants should note that initial selection of an organization as a grantee does not constitute approval of the grant proposal / application as submitted. Before the actual grant is awarded, GOWD and ADECA/WDD may enter into negotiations about such items as program components, allowable activities, staffing and funding levels and administrative systems in place to support program implementation. If the negotiations do not result in a mutually acceptable submission, GOWD and ADECA/WDD reserve the right to terminate the negotiation and decline to fund the application. Eligible proposers will be accorded fair and equal treatment with respect to any opportunity for discussions and revisions concerning their proposals.

B.16. Agreement Type

All proposals must present a line item budget using the forms included in this RFP.

Grants awarded pursuant to this RFP will be cost reimbursement. Please note that the proposal should result in "total costs" for the service provider to provide the services; therefore, tuition is not an allowable cost for the requested training projects.

B.17. Proposer Administrative and Fiscal Capabilities

As part of the evaluation and award process, the GOWD may conduct a pre-award survey to assess the Proposer's ability to conduct the proposed program from the standpoint of administrative and fiscal control capabilities. It is expected that proposers will have in place the following:

- 1) Personnel/Grievance/Travel Policies
- 2) Equal Opportunity/Nondiscrimination Policies
- 3) Financial Accounting and fiscal control policies & procedures
- 4) Cost allocation plans, if appropriate
- 5) Approved indirect cost rates, if applicable
- 6) Dun & Bradstreet – DUNS Number

B.18. General Requirements for Program Operators

Included (as **Attachments** within this RFP package) are the GOWD current Assurances and Certification (Attachment B) applicable to WIA grants and contracts. Potential proposers should review these provisions to familiarize themselves with the legal and regulatory requirements with which they will have to comply in order to operate a WIA-funded program.

PART C: SCOPE OF THE REQUEST FOR THIS PROPOSAL

C.1. Rationale for this RFP

The GOWD and ADECA/WDD seek providers that will be a part of a comprehensive framework of available services for neediest adults and dislocated workers in accordance with the goals, objectives, and requirements detailed in Title I-B of WIA and its implementing regulations (See Attachment A for required considerations)

C.2. Eligible Providers / Grantee Qualification Requirements

By law, community colleges do not have to be on the WIA Eligible Training Provider (ETP) List, but all other providers of training must be on the ETP List to respond to the RFP. Grant awards shall only be made to qualified entities that are able to comply with WIA administrative standards.

C.3. Fund Availability

Funding for activities is contingent upon the availability of funds provided to Alabama under the ARRA.

C.4. Service Area

All adults and dislocated workers to be served in programs funded pursuant to this RFP must reside within the sixty-five county Alabama Workforce Investment Area (all counties excluding Jefferson and Mobile).

C.5. Participant Eligibility

See Attachments A and C for details for WIA eligibility for enrollment into training for the Adult and Dislocated Worker program.

C.6. Reporting Requirements

The work to be performed under this RFP shall be done to the satisfaction of GOWD and ADECA / WDD. The GOWD and ADECA/WDD will have responsibility in determining the acceptability of service provider performance.

The GOWD and ADECA / WDD will negotiate expected performance standards on an individual basis with each selected program operator. All recipients will be responsible for maintaining a level of performance and practices that includes, but is not limited to:

1. Number/category of participants enrolled in the training activity (see attachment D)
2. Number of enrollees retained in the training activity
3. Alignment of curriculum and training objectives
4. General safety

5. Appropriate training procedures
6. Diverse population participating in the training activity

GOWD and ADECA / WDD will require documented attainment of placement into unsubsidized employment or enrollment into postsecondary education/advanced training/occupational skills training. These goals will be monitored by periodic visits and evaluated based on actual performance and by extracting these data from contractor submission of monthly reports.

C.7. Non-duplication – No Substitution

Programs operated with WIA funds should provide services and activities that are in addition to those already available in the area. WIA funds should not be used to substitute for or to supplant other existing funds currently being used to provide services/activities similar to those being sought by this RFP.

PART D: PROPOSAL EVALUATION PROCESS AND CRITERIA

D.1. Initial Review

Proposals will be evaluated by an objective rating team and will be rated according to the Proposal Evaluation Worksheets (see Page 17). Below are the steps that will occur once the proposals have been evaluated:

- 1.) Proposals will be presented to the SWPC for consideration of approval.
- 2) Contact all respondents as to status of proposals.
- 3) Establish negotiation schedule.
- 4) The award of any grant is contingent upon successful negotiation to include any costs or technical changes to a proposal that may be required by the AWIA.

Proposers are advised that discussions may be needed to clarify certain aspects of a proposal to assist in evaluations. The occurrence of any discussions should not be viewed by the proposer as an indication that the proposal is being viewed favorably or unfavorably.

Proposers are advised that notification of a favorable review or any invitation to participate in negotiations is no guarantee that any agreement will be consummated. The GOWD and ADECA/WDD may stipulate that grants not be awarded unless proposers agree to certain technical or cost/price changes. Accordingly, the GOWD and ADECA/WDD reserve the right to:

- Negotiate costs and/or prices so as to enhance cost effectiveness. The dollar amount of any resulting contract will not necessarily match the dollar amount of the budget in the proposer's original proposal. Any and all costs are subject to negotiations.
- Negotiate the technical aspects of a proposal in order to fulfill the AWIA's goals and objectives and/or ensure compliance with WIA law, regulations, and policy. The technical aspects of any resulting contract will not necessarily match the

technical aspects of the proposer's original proposal. Technical aspects subject to negotiation include, but are not limited to: services to be provided, program design, target groups, service levels, delivery schedules, and performance goals.

Proposers are advised that this RFP is used only to solicit offers. Nothing herein shall be construed to neither obligate the GOWD and ADECAWDD to accept any offer, fund any proposal, or award any contract, nor pay costs incurred for proposal preparation or presentation. The GOWD/ADECAWDD reserves the right to:

- 1) Accept or reject any or all proposals
- 2) Cancel this RFP (in whole or part) if it deems that it is in its best interest to do so
- 3) Amend and/or revise this RFP at any time prior to the RFP deadline date

D.2. Notice of Award

The GOWD and ADECAWDD will provide written notice of final decision(s) regarding responses to this RFP once all selection processes are concluded.

D.3. Notice of Appeal

Proposals, that have been denied funding, may appeal the decision only if the basis of the appeal alleges that there was a violation of a state or federal procurement law, contracting law, rule or regulation, which was applicable to the contracting process.

All appeals must state in clear terms the basis of the appeal. GOWD and ADECAWDD will review appeals that meet the conditions outlined in this Section.

Appeals must be received within 10 working days from the date of the denial notice. Appeals must be in writing and sent via certified mail to the following address:

Dr. Matthew Hughes, Director
Governor's Office of Workforce Development
Post Office Box 302130
Montgomery, Alabama 36130-2130

RFP Response Package

General Instructions

Following this page are the forms and instructions you will use to submit your proposal.

You should number the pages of your responding proposal in accordance with the instructions below.

A cover page (letter for proposal transmittal) should be the first page of the package **Page 1**.

The completed and signed **Proposal Response Package Cover Sheet** should be **Page 2** of your complete proposal response.

The completed and signed **AWIA Contractor Qualifications** should be **Page 3**.

The Proposing Agency Qualifications Form should be **Page 4**.

Your response to the **Program Narrative** should begin as **Page 5** and should follow the program narrative format on **Page 15 of the RFP**. Address each item individually. Please number all remaining pages in your proposal at the bottom of the page.

Following the Program Narrative, submit a completed **Line Item Budget** form and a **Budget Narrative**.

Following the Budget Narrative, include the completed **Proposing Agency Qualifications** checklist and the **Proposer's Representation and Certifications**.

The order of your proposal should be:

The Cover Page will be **Page 1**.

The GOWD Proposal Response Package Cover Sheet will be **Page 2**.

The Contractor Qualifications will be **Page 3**.

The Proposing Agency Qualifications will be **Page 4**.

The Program Narrative (no more than 20 pages) should begin on **Page 5**.

The Line Item Budget forms will follow the end of the Program Narrative.

The Budget Narrative will begin on the next page following the Line Item Budget.

The State of Alabama's Disclosure Statement follows the budget narrative. (Not applicable to two-year and four-year state colleges/universities or state agencies.)

Completed W-9 Request for Taxpayer Identification Number and Certification

Completed Request for Dun & Bradstreet (D & B) D-U-N-S Number Form

Make sure your proposal is **signed and dated** on the cover by an appropriate official of the agency.

PART E. STATEMENT OF WORK: NARRATIVE AND PROGRAM DESIGN

Instructions: This section is to be completed by the lead applicant organization. Proposals will be evaluated by an objective rating team and will be rated on the criteria listed on Page 17 of the RFP.

Program Narrative should begin as **Page 5** of your response package immediately behind the transmittal letter, the completed proposal cover sheet, and the contract or qualifications sheet, and proposing agency qualifications sheet.

Please provide a comprehensive narrative explanation of your proposed project. Use the outline delineated below, and address each item, (I through V) and each bulleted statement.

The narrative will be a key element of your proposal.

E.1. Program Narrative Format (Please address the following points:)

I. Executive Summary: (2 pages maximum)

- Open with a concise summation of your program.
- Describe your organization's mission and purpose;
- Who will the organization serve; and what will you achieve as a result of participation?
- Discuss how the need was documented
- Describe major proposed activities and intended outcomes
- Discuss management capabilities
- Total amount requested
- Number of projected participants served in 12 months

II. Organizational Capability:

- Indicate why you can/will be successful in conducting this program.
- Discuss experience with other workforce programs.
- Describe how you propose to assure proper management and administration of the program to WIA requirements.
- Document prior successful experience with similar programs.

III. Program Design:

- What is the length of each training cycle and how many participants will each cycle train?
- What population group does your program intend to serve? (e.g. WIA eligible adults, dislocated workers, etc.)
- Discuss the data analysis process used to substantiate community/population degree of need.
- What services/activities will your program provide?
- How/why do these activities/services achieve program goals.

Governor's Recovery Act Skills Training Program
Request for Proposal, Issued June 23, 2009

- What is the proximity to your proposed project of like training by another training provider?
- If you already provide the services/activities proposed herein, explain how and why this program does not duplicate your existing initiatives and/or does not use WIA to substitute for other available funds.

IV. **Partnerships and Linkages:**

- Discuss what aspects of the project will be supported by (non-requested) leveraged resources or services and assign a monetary value to each resource
- Discuss linkages with business, community, faith based, and human services groups.
- Discuss linkages to the Alabama Career Center System.
- Discuss linkages and agreements with industry assoc., etc.
- Discuss any memoranda of understanding associated with the proposed activities.

V. **Outcomes:**

- What outcomes will participants achieve via your program?
- Identify and quantify anticipated outcomes of participants to be achieved as a result of the training services your project will provide.
 - Entered Employment Rate: _____
Adult Dislocated Workers
 - Employment Retention Rate: _____
Adult Dislocated Workers
 - Average monthly earnings: _____
Adult Dislocated Workers
 - Employment Rate: _____
Adult Dislocated Workers
 - Credential Rate: _____
Adult Dislocated Workers

Limit your narrative to items I through V in the narrative outline and to **no more than 20 pages**. **Double space and use 12-point font**. Do not submit full text copies of curricula, handouts, workbooks, promotional materials, etc. GOWD/ADECAWDD can request these items at a later date, if necessary.

VI. **Cost/Budget Narrative**

- What will be the cost to the AWIA for the program?
- Complete the **Proposed Line Item Budget** forms provided in this RFP to provide the AWIA with information on the costs of your proposed program. Support this form with a detailed **Budget Narrative** in accordance with the definitions and instructions that follow the budget forms on **Page 21**.
- **Facsimiles** of budgets in a different format that you have created on your own word processing or spreadsheet software are **not** allowable and will **not** be accepted.

GRASTP Proposal Evaluation Criteria

Amount Requested: \$ _____ / Projected Participants _____ = Cost / Participant: \$ _____

Is the requesting organization a WIA training provider? Yes / No.

Proposal Admin Number: _____ Reviewer's Name/Date: _____

Proposals will be evaluated on maximum possible score of 100 points. The criteria with applicable maximum weighted scoring values that evaluators may give "up to" for each sub-category are:

- 10 Unemployment in a 50 mile radius of proposed program. (up to 7 points for number of unemployed and up to 3 points for the unemployment percentage rate.)
- 15 The relationship that proposed actions addresses WIA clients.
- 15 Evidence that the stated need is based on objective & current data (high demand, high wage, or green jobs).
- 15 The capacity and willingness of grant recipient to carry out planned activities with maximum efficiency and effectiveness. (Does project serve the minimum 35 participants and at what cost per participant?)
- 10 Evidence of collaboration with Career Center, regional and community service providers and stakeholders to ensure that the project is part of an overall workforce development plan
- 5 Letters of support from involved businesses, agencies or organizations who are committed to hiring participants or providing equipment or facilities for this project.
- 15 Evidence that the proposed activities are practical and will effectively address stated needs
- 5 Demonstration that anticipated outcomes align with stated needs
- 10 Proposed performance measures and target levels of performance are meaningful and realistic, and the probability of maintaining 85% throughout the life of the project.
- 100 **Total Score**

My recommendation is that this program Should / Should Not be considered for funding.
Circle One

Why or Why Not?

Cover Sheet
Alabama Workforce Investment Area
Governor's Recovery Act Skills Training Program
Adult and Dislocated Workers Proposal Response Package

I. OFFEROR'S IDENTIFICATION: Federal I.D. No. _____

Name of Organization			
Address			
City, State, Zip			
Contact Person Name/Title			
Contact Email			
Signatory Telephone #		Contact Telephone #	

II. PROJECT SUMMARY

Title and brief descriptive summary of the proposed activity

Physical Location of Training			
Project Beginning Date		Ending Date	
Number of Contact Hours		Hours Per Week	
Number of Weeks Per Cycle of Training		Total Number of Participants to be Served	
Cost Per Participant			

III. WIA FUNDS REQUESTED \$ _____

IV. CERTIFICATION

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.

Signature of Signatory Official: _____

Typed Name of Signatory Official: _____

Signatory Official's Job Title: _____

Date: _____

**Proposing Agency Qualifications
 Governor's Office of Workforce Development
 Alabama Workforce Investment Area
 Request for Proposal – Adult and Dislocated Workers**

NOTE: Proposers (other than community colleges) must be on the WIA Eligible Training Provider List to respond to this RFP.

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	
Documentation of Qualifications	
Phone Number	
Address	
Mailing Address (if different)	
Email Address	
Fax Number	

I hereby declare that the information provided in the RFP response is accurate, valid and a full disclosure of requested information. I am fully authorized to represent the organization listed above, to act on behalf of it and to legally bind it in all matters related to the RFP.

Printed Name:	Title:
Signature:	Date:

- A Copy of the documentation for proving legal entity (proof of Incorporation, 501(c)(3), etc.) if other than a state institution must be submitted with the proposal.

Governor's Recovery Act Skills Training Program
 Request for Proposal, Issued June 23, 2009

Please complete the following checklist: Make check marks or circle Yes / No responses, or fill in blanks, as applicable to any particular question or information request.

Type of Agency: (check)

Is your agency licensed or registered to do business in Alabama?		Yes		No

Is your agency now – or in the past two years been – required to repay any costs incurred by your agency under any federal assistance programs that were subsequently disallowed as a result of any audit or other review? If Yes, explain the circumstances on a separate sheet inserted behind this item.		Yes		No

Does your agency's financial unit have experience in fiscal controls and financial accounting procedures related to expending Federal Funds pursuant to Generally Accepted Accounting Principles (GAAP)?		Yes		No

Can your financial system report expenditures of WIA funds on an accrual basis?		Yes		No

Within the past year, what percentage (%) of your agency's total revenues have been derived from grants and/or contracts made possible through the Workforce Investment Act (WIA) funds?		Yes		No

What was the date of your agency's last independent audit?	
Name of audit firm/agency?	

BUDGET

Agreement/Project No 0

(Indicate as appropriate)

Modification No.: N/A
(if applicable)

Program X
Rapid Response _____
Other Cost Category _____

B.	Program Costs (Items 1-14)	AMOUNT APPROVED	ADJUSTMENT INCREASE	ADJUSTMENT DECREASE	REVISED AMOUNT
B.1.	TOTAL SALARIES:	\$ _____	\$ _____	\$ _____	\$ #VALUE!
B.2.	Total Staff Fringe Benefits (Indicate the ___% of salaries per itemized list on the backup)	\$ _____	\$ _____	\$ _____	\$ -
B.3.	Staff Travel (Itemize on backup)				
	In-State	_____	_____	_____	-
	Out-of-State	_____	_____	_____	-
	TOTAL TRAVEL	\$ -	\$ -	\$ -	\$ -
B.4.	Facilities (Include rent, utilities, maint. for rental space and show cost per square ft. on backup)	\$ _____	\$ _____	\$ _____	\$ -
B.5.	Communications (telephone, internet, etc.)	\$ _____	\$ _____	\$ _____	\$ -
B.6.	Office Supplies (include postage, software, desktop supplies, etc.)	\$ _____	\$ _____	\$ _____	\$ -
B.7.	Books & Training/Teaching Aids	\$ _____	\$ _____	\$ _____	\$ -
B.8.	Equipment (Itemize on backup)	\$ _____	\$ _____	\$ _____	\$ -
B.9.	Other: (Itemize on backup)	\$ _____	\$ _____	\$ _____	\$ -
B.10.	Payment of ITA's	\$ _____	\$ _____	\$ _____	\$ -
B.11.	On-the-Job Training (Only)	\$ _____	\$ _____	\$ _____	\$ -
B.12.	Work Experience Wages	\$ -	\$ _____	\$ _____	\$ -
B.13.	Work Experience FICA	\$ _____	\$ _____	\$ _____	\$ -
B.14.	TOTAL SUPPORTIVE SERVICES (Itemize on backup)	\$ _____	\$ _____	\$ _____	\$ -
B.15.	TOTAL DIRECT COSTS	\$ -	\$ -	\$ -	\$ -
B.16.	TOTAL INDIRECT COSTS	\$ _____	\$ _____	\$ _____	\$ _____
B.17.	TOTAL COSTS	\$ -	\$ -	\$ -	\$ -

BUDGET BACKUP

Agreement/Project No: _____

Modification No.: N/A

COST CATEGORY: Administration _____
Program Costs X
Rapid Response _____

Line Item No: _____	<u>AMOUNT APPROVED</u>	<u>ADJUSTMENT</u>		<u>REVISED AMOUNT</u>
		<u>INCREASE</u>	<u>DECREASE</u>	
_____	_____	_____	_____	-
_____	_____	_____	_____	-
_____	_____	_____	_____	-
_____	_____	_____	_____	-
_____	_____	_____	_____	-
_____	_____	_____	_____	-
_____	_____	_____	_____	-
_____	_____	_____	_____	-
_____	_____	_____	_____	-
_____	_____	_____	_____	-
_____	_____	_____	_____	-
_____	_____	_____	_____	-
_____	_____	_____	_____	-
_____	_____	_____	_____	-
_____	_____	_____	_____	-
TOTAL EQUIPMENT	-	_____	_____	-

Line Item No: _____	<u>AMOUNT APPROVED</u>	<u>ADJUSTMENT</u>		<u>REVISED AMOUNT</u>
		<u>INCREASE</u>	<u>DECREASE</u>	
_____	_____	_____	_____	-
_____	_____	_____	_____	-
_____	_____	_____	_____	-
_____	_____	_____	_____	-

Line Item No: _____	<u>AMOUNT APPROVED</u>	<u>ADJUSTMENT</u>		<u>REVISED AMOUNT</u>
		<u>INCREASE</u>	<u>DECREASE</u>	
_____	_____	_____	_____	-
_____	_____	_____	_____	-
_____	_____	_____	_____	-
_____	_____	_____	_____	-
_____	_____	_____	_____	-
_____	_____	_____	_____	-
_____	_____	_____	_____	-
_____	_____	_____	_____	-
_____	_____	_____	_____	-

BUDGET BACKUP

Agreement/Project No: _____

Modification No.: N/A

COST CATEGORY: Administration _____
Program Costs _____
Rapid Response _____

Line Item No: _____	AMOUNT	ADJUSTMENT		REVISED
	<u>APPROVED</u>	<u>INCREASE</u>	<u>DECREASE</u>	<u>AMOUNT</u>
_____	_____	_____	_____	-
_____	_____	_____	_____	-
_____	_____	_____	_____	-
_____	_____	_____	_____	-
_____	_____	_____	_____	-
_____	_____	_____	_____	-
_____	_____	_____	_____	-
_____	_____	_____	_____	-
_____	_____	_____	_____	-
_____	_____	_____	_____	-
_____	_____	_____	_____	-
_____	_____	_____	_____	-
_____	_____	_____	_____	-
_____	_____	_____	_____	-

Line Item No: _____	AMOUNT	ADJUSTMENT		REVISED
	<u>APPROVED</u>	<u>INCREASE</u>	<u>DECREASE</u>	<u>AMOUNT</u>
_____	_____	_____	_____	-
_____	_____	_____	_____	-
_____	_____	_____	_____	-
_____	_____	_____	_____	-

Line Item No: _____	AMOUNT	ADJUSTMENT		REVISED
	<u>APPROVED</u>	<u>INCREASE</u>	<u>DECREASE</u>	<u>AMOUNT</u>
_____	_____	_____	_____	-
_____	_____	_____	_____	-
_____	_____	_____	_____	-
_____	_____	_____	_____	-
_____	_____	_____	_____	-
_____	_____	_____	_____	-
_____	_____	_____	_____	-
_____	_____	_____	_____	-
_____	_____	_____	_____	-

BUDGET BACKUP

Agreement/Project No: _____
 Modification No.: N/A

COST CATEGORY: Administration _____
 Program Costs _____
 Rapid Response _____

Line Item No:	AMOUNT	ADJUSTMENT		REVISED
	<u>APPROVED</u>	<u>INCREASE</u>	<u>DECREASE</u>	<u>AMOUNT</u>
_____	_____	_____	_____	-
_____	_____	_____	_____	-
_____	_____	_____	_____	-
_____	_____	_____	_____	-
_____	_____	_____	_____	-
_____	_____	_____	_____	-
_____	_____	_____	_____	-
_____	_____	_____	_____	-
_____	_____	_____	_____	-
_____	_____	_____	_____	-
_____	_____	_____	_____	-
_____	_____	_____	_____	-
_____	_____	_____	_____	-
_____	_____	_____	_____	-
_____	_____	_____	_____	-
_____	_____	_____	_____	-
_____	_____	_____	_____	-
_____	_____	_____	_____	-

Line Item No:	AMOUNT	ADJUSTMENT		REVISED
	<u>APPROVED</u>	<u>INCREASE</u>	<u>DECREASE</u>	<u>AMOUNT</u>
_____	_____	_____	_____	-
_____	_____	_____	_____	-
_____	_____	_____	_____	-
_____	_____	_____	_____	-
_____	_____	_____	_____	-

Line Item No:	AMOUNT	ADJUSTMENT		REVISED
	<u>APPROVED</u>	<u>INCREASE</u>	<u>DECREASE</u>	<u>AMOUNT</u>
_____	_____	_____	_____	-
_____	_____	_____	_____	-
_____	_____	_____	_____	-
_____	_____	_____	_____	-
_____	_____	_____	_____	-
_____	_____	_____	_____	-
_____	_____	_____	_____	-
_____	_____	_____	_____	-
_____	_____	_____	_____	-
_____	_____	_____	_____	-
_____	_____	_____	_____	-
_____	_____	_____	_____	-
_____	_____	_____	_____	-
_____	_____	_____	_____	-
_____	_____	_____	_____	-
_____	_____	_____	_____	-

Budget Narrative
Line Item Component Definitions

B.1. Staff Compensation:

List compensation in the form of salaries or wages to employees for work performed under the program. Compensation for employees working under the 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 WIA 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 WIA Program	Months Applied to Program	Salary Cost to Charged to Program
<i>Sam Collins, Facilitator</i>	\$8.00 per hour	50% WIA	12 months	\$8,320.00
Total Staff Salaries				\$8,320.00

B.2. Staff Fringe Benefits

List fringe benefit costs for employees listed on line **B.1.** as working under WIA 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 **B.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 not?

Governor's Recovery Act Skills Training Program
Request for Proposal, Issued June 23, 2009

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				\$

B.3. Staff Travel:

List costs for local travel, in state (out-of-area), and out-of-State 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.

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

B.4. Facility Costs:

List cost for building space and/or grounds to fulfill the purposes of this program only. This may consist of rental or lease payments made to a third party landlord, payment of depreciation charges or use allowances for building space or grounds 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. Also, allowable costs for minor repair/upkeep or alteration that may be the responsibility of the program under its lease terms.

B.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.

B.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 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.

B.7. Books & Training / Teaching Aids:

Materials directly related to the curriculum being taught for the proposed program. This includes any necessary textbooks for the participants.

B.8. Equipment:

Normally, equipment is defined as non-consumable tangible property having an acquisition cost of \$5,000 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. (Example: 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. (Example: Copier Maintenance))

*Note: The AWIA reserves the right to make purchases of equipment through its own procurement system. Equipment may also be picked up and moved to other Federal training programs once the WIA funded program ends. The objective is to provide training services to eligible WIA participants with only the purchase of necessary and reasonable equipment purchases on a limited basis.

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.

B.9. 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 program outreach for participants, etc.

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 WIA-funded programs.

B.16. 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 expenditures and not on budget estimates. The AWIA reserves the right to negotiate any and all indirect cost rates applied to any WIA-funded program.

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.



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

Alabama Department of Economic & Community Affairs (ADECA)

ADDRESS

401 Adams Avenue / P.O. Box 5690

CITY, STATE, ZIP

Montgomery, Alabama 36103-5690

TELEPHONE NUMBER

(334)

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.

Vendor Disclosure Statement Information and Instructions

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. The disclosure statement is not required for contracts for gas, water, and electric services where no competition exists, or where rates are fixed by law or ordinance. In circumstances where a contract is awarded by competitive bid, the disclosure statement shall be required only from the person receiving the contract and shall be submitted within ten (10) days of the award.

A copy of the disclosure statement shall be filed with the awarding entity and the Department of Examiners of Public Accounts and if it pertains to a state contract, a copy shall be submitted to the Contract Review Permanent Legislative Oversight Committee. The address for the Department of Examiners of Public Accounts is as follows: 50 N. Ripley Street, Room 3201, Montgomery, Alabama 36130-2101. If the disclosure statement is filed with a contract, the awarding entity should include a copy with the contract when it is presented to the Contract Review Permanent Legislative Oversight Committee.

The State of Alabama shall not enter into any contract or appropriate any public funds with any person who refuses to provide information required by Act 2001-955.

Pursuant to Act 2001-955, any person who knowingly provides misleading or incorrect information on the disclosure statement shall be subject to a civil penalty of ten percent (10%) of the amount of the transaction, not to exceed \$10,000.00. Also, the contract or grant shall be voidable by the awarding entity.

Definitions as Provided in Act 2001-955

- **Family Member of a Public Employee** - The spouse or a dependent of the public employee.
- **Family Member of a Public Official** - The spouse, a dependent, an adult child and his or her spouse, a parent, a spouse's parents, a sibling and his or her spouse, of the public official.
- **Family Relationship** - A person has a family relationship with a public official or public employee if the person is a family member of the public official or public employee.
- **Person** - An individual, firm, partnership, association, joint venture, cooperative, or corporation, or any other group or combination acting in concert.
- **Public Official and Public Employee** - These terms shall have the same meanings ascribed to them in Sections 36-25-1(23) and 36-25-1(24), Code of Alabama 1975, (see below) except for the purposes of the disclosure requirements of this act, the terms shall only include persons in a position to influence the awarding of a grant or contract who are affiliated with the awarding entity. Notwithstanding the foregoing, these terms shall also include the Governor, Lieutenant Governor, members of the cabinet of the Governor, and members of the Legislature.
 - Section 36-25-1(23), Code of Alabama 1975, defines a public employee as any person employed at the state, county or municipal level of government or their instrumentalities, including governmental corporations and authorities, but excluding employees of hospitals or other health care corporations including contract employees of those hospitals or other health care corporations, who is paid in whole or in part from state, county, or municipal funds. For purposes of this chapter, a public employee does not include a person employed on a part-time basis whose employment is limited to providing professional services other than lobbying, the compensation for which constitutes less than 50 percent of the part-time employee's income.
 - Section 36-25-1(24), Code of Alabama 1975, defines a public official as any person elected to public office, whether or not that person has taken office, by the vote of the people at state, county, or municipal level of government or their instrumentalities, including governmental corporations, and any person appointed to a position at the state, county, or municipal level of government or their instrumentalities, including governmental corporations. For purposes of this chapter, a public official includes the chairs and vice-chairs or the equivalent offices of each state political party as defined in Section 17-16-2, Code of Alabama 1975.

Instructions

Complete all lines as indicated. If an item does not apply, denote N/A (not applicable). If you cannot include required information in the space provided, attach additional sheets as necessary.

The form must be signed, dated, and notarized prior to submission.

**REQUEST FOR Dun & Bradstreet (D&B)
D-U-N-S Number**

Under the American Recovery and Reinvestment Act (ARRA) of 2009 Section 1512 and 2 CFR Part 176.50 (c), we are required to obtain the "DUNS Number" for any agreements funded with ARRA funds. The number has to also be registered with Central Contractor Registration on their web site at <http://www.ccr.gov>.

Dun & Bradstreet (D&B) provides a D-U-N-S Number, a unique nine digit number, for each physical location of your business.

D-U-N-S Number assignment is FREE for all businesses required to register with the US Federal government for contracts or grants.

You may request your D-U-N-S Number via the Web. If one does not exist for your business location, it can be created within 1 business day.

You may also request your D-U-N-S Number by phone. U.S. and U.S. Virgin Islands: 1-866-705-5711 and Alaska and Puerto Rico: 1-800-234-3867 (Select Option 2, then Option 1)

If you do not have a DUNS Number for your business location, please go to <http://www.ccr.gov>, which includes a link to D&B in order to secure the number, which will then need to be registered by you as noted above.

Contractor Name / Address:

DUNS Number:

Certification: I hereby certify that the above DUNS Number is for our business location and it has been registered at <http://www.ccr.gov> and will remain current during the term of this award (2 CFR Part 176.50 (c)).

Signature

Title

Name (print)

Date

Key Recovery Act Provisions to be Considered in Drafting Proposals:

- **Contracts with Institutions of Higher Education and Other Training Providers.** The Recovery Act allows Local Workforce Investment Boards to award contracts to institutions of higher education, such as community colleges or other eligible training providers, if the award of the contract would facilitate the training of multiple individuals in high-demand occupations and if the contracts do not limit customer choice. The development of curriculum by institutions of higher education can be considered a training activity under WIA, if it is developed in the context of providing training to WIA participants. This provision is in addition to the current methods of providing training. Other providers of training that are not institutions of higher education must be on the state list of eligible providers in order to be awarded a contract.
- **Emphasis on Serving Low-income, Displaced and Under-skilled Adults and Disconnected Youth.** Priority use of WIA Adult formula funds under the Recovery Act must be for services to recipients of public assistance and other low-income individuals as described in WIA section 134(d)(4)(E) . WIA funds may be used for adult education, including basic or English language education and community organizations that provide such services, as long as they are provided in connection with occupational skill training leading to a job or career for which the individual is preparing.
- **Green Jobs.** Through the Recovery Act, a number of other federal programs will receive large investments in programs and projects that could create “green jobs.” These include investments in renewable energy infrastructure that could create “green jobs.” These include investment in renewable energy infrastructure, energy-efficiency home retrofitting, biofuel development, and advanced drive train/vehicle development and manufacturing.
- **Allowable Activities.** Training services may include occupational skills training, on-the-job training programs that combine workplace training and related instruction, including registered apprenticeship, training programs operated by the private sector, skill upgrade and retraining, entrepreneurship training, job readiness training, adult education and literacy training, and customized training. These funds can also be used to support adult basic education training, including English as a second language.
- **Priority of Service for Veterans and Eligible Spouses.** Veterans and eligible spouses who are members of the Recovery act priority group must receive the highest priority within that priority group, followed by non veteran members of the Recovery Act priority group.

- **Dun & Bradstreet (D&B) Data Universal Numbering Systems (DUNS) Number/Central Contractor Registration (CCR) Mandatory Requirement for Federal Grant Sub-recipients under the American Recovery and Reinvestment Act of 2009.** Pursuant to the Recovery Act, Divison A, Section 1512(h), recipients of Recovery Act funds must be registered in the CCR database at www.ccr.gov. To register in the CCR database, the Federal Acquisition Regulation requires that an entity have a valid DUNS number. The DUNS/CCR requirement applies to all types of entities including direct recipients applying for Federal grants, cooperative agreements, or loans under the Recovery Act programs or activities and sub-recipeints receiving funds under such awards.

ATTACHMENT B

WIA TITLE I FUNDING SOURCE: _____

AGREEMENT NO. _____

**State of Alabama
Alabama Department of Economic and Community Affairs
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 Investment Act of 1998 (Public Law 105-220, 112 STAT, 936) hereinafter referred to as the Act, and with the regulations and policies promulgated thereunder. This designation is subject to change as a result of any changes in the Act or conditions in any other legislation which may be passed which governs the designation of program operations under the Act or any legislation which may replace the Act. |
| Administrative Requirements | 2. It will comply with policies issued pursuant to Governor's Workforce Development Directives such as the <i>Statewide WIA Fiscal Procedures Manual</i> and any additional administrative provisions of the GRANTOR, as applicable. Specifically, a state or local government SUBRECIPIENT will comply with the administrative requirements of 29 CFR Part 97 (Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments); OR, an institution of higher education or a non-profit SUBRECIPIENT will comply with the administrative requirements of 29 CFR Part 95 (Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, et cetera.; Final Rule). |
| Amendments | 3. If the regulations promulgated pursuant to the Act are 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. |
| Compliance with Other Laws | 6. The SUBRECIPIENT shall comply with all applicable laws, orders and codes of the Federal, State, and local governments as they pertain to this agreement. Further, it certifies that performance under this agreement shall be in compliance with Alabama Department of Economic and Community Affairs requirements, the Act and rules/regulations promulgated under the Act. |
| Grievance Procedures | 7. 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; <u>or</u> (2) utilize the grievance procedure established by the GRANTOR; <u>and</u> (3) inform participants of the procedure they are to follow. |

**Nondiscrimination/
Equal Opportunity**

8. As a condition to the award of financial assistance under WIA Title I from the U.S. Department of Labor, the grant applicant assures, with respect to operation of the WIA Title I funded program or activity and all agreements or arrangements to carry out the WIA Title I-funded program or activity, that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:
- Section 188 of the WIA of 1998, 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 WIA 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 WIA Title I-financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIA 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 WIA Section 188(a) with regard to equitable service in WIA 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.

Political Activity

9. It will comply with the provisions of the Hatch Act, which limits the political activity of employees.
10. It will comply with the requirements of the Act that no program under the Act shall involve political activities.

Energy Efficiency

11. Subrecipients will comply with the mandatory standards and policies relating to emergency efficiency, which are contained in the state emergency conservation plan issued in compliance with the Emergency Policy and Conservation Act (Public Law 94-163).

Records

12. 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.

Access to Records

13. It will give the awarding agency (GRANTOR), the U.S. Department of Labor (including the Department of Labor's Office of the Inspector General), and the Comptroller General of the United States, or any of their authorized representatives, the right of timely and reasonable access to any

books, documents, papers, computer records, or other records pertinent to the agreement, in order to conduct audits and examinations, and to make excerpts, transcripts, and photocopies of such documents. This right also includes timely and reasonable access to SUBRECIPIENT personnel for the purpose of interview and discussion related to such agreement. This right of access is not limited to the required retention period, but shall last as long as the records are retained.

Sectarian

14. 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).

Safety

15. 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 WIA must be applied per the WIA Regulations to 20 CFR667.274(a).

Conditions of Employment

16. 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.

Workers' Compensation

17. 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 WIA Regulations at 20 CFR667.274(b).

Maintenance of Effort

18. 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

19. 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

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

- Reports** 21. 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** 22. 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** 23. 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** 24. 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** 25. 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.
- Contingency Clause** 26. SUBRECIPIENT hereby acknowledges and agrees that all funding is contingent on the availability of Federal funds and continued Federal authorization for program activities and is subject to amendment or termination due to a lack of funds or authorization.
- Unearned payments under this agreement may be suspended or terminated upon refusal to accept any additional conditions that may be imposed by the U.S. Department of Labor and/or the GRANTOR at any time.
- Bank Account** 27. 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** 28. 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 thereunder if and as required by law.

**Procurements
and Property**

29. Each SUBRECIPIENT shall have written procedures for procurement transactions. These shall comply with the requirements contained in 29 CFR Part 97.36, Procurement or 29 CFR Part 95.40-48, Procurement, as applicable. Per the WIA Regulations at 20 CFR 667.200(a)(3), 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 29 CFR 97.36 or 29 CFR 95.40-48, Procurement, 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 \$7,500.00 or more. The SUBRECIPIENT must have a property inventory system that complies with the provisions of the Common Rule, 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 Common Rule (Section .32) 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

30. 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.

Assignment of Interest

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

Conflict of Interest, Real or Apparent

32. 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 WIA contracts and subgrants.

Monitoring Evaluation and Audit

33. 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

34. (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.

Disputes

35. (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

36. The performance of work under this agreement may be terminated in whole or in part for the following circumstances:
- (A) Termination for convenience. Either the GRANTOR or the SUBRECIPIENT may request a termination for convenience. The GRANTOR or SUBRECIPIENT shall give (30) thirty calendar days advance written notice of the effective date of such a termination to the other party to the agreement. The SUBRECIPIENT shall be entitled to receive just and equitable compensation for any work or services satisfactorily performed hereunder through and until the date of termination.
- (B) Termination for cause. The GRANTOR may terminate this agreement when it has determined that the SUBRECIPIENT has failed to provide any one or all of the services specified or to comply with any of the provisions contained in this agreement. If the SUBRECIPIENT fails to perform in whole or in part under this agreement or fails to make sufficient progress so as to endanger performance, the GRANTOR will notify the SUBRECIPIENT of such unsatisfactory performance in writing. The SUBRECIPIENT will have ten (10) working days from the date of notification in which to respond with a plan agreeable to the GRANTOR for correction of the deficiencies.

If the SUBRECIPIENT does not respond with appropriate plans, the GRANTOR will serve a termination notice on the SUBRECIPIENT which will become effective immediately upon receipt. In the event of such termination, the GRANTOR shall be liable for payment only for work or services rendered prior to the effective date of the termination, provided, however, that such services performed are in accordance with the provisions of this agreement.

- (C) Right of Appeal. The SUBRECIPIENT shall have the right to appeal any determination made by the GRANTOR under this section; however, if the SUBRECIPIENT has failed to submit his appeal within thirty (30) calendar days from written notice of the termination and/or has failed to request and receive approval from GRANTOR for extension of such, then he shall have no further right of appeal.

(D) No Appeal. In any case where the GRANTOR has made a determination of the amount due the SUBRECIPIENT, the GRANTOR shall pay to the SUBRECIPIENT the following:

1. If there is no right of appeal hereunder, or if no timely appeal has been taken, the amount so determined by the GRANTOR, or
2. If an appeal has been taken, the amount finally determined on such appeal.

(E) Deductions. In arriving at the amount due the SUBRECIPIENT under this section, there shall be deducted:

1. All unliquidated advances of other payments on account therefore made to the SUBRECIPIENT applicable to the terminated portion of this agreement;
2. Any claim which the GRANTOR may have against the SUBRECIPIENT in connection with this agreement; and
3. The agreed price for or the proceeds of the sale of any materials, supplies, or other things acquired by the SUBRECIPIENT or sold pursuant to the provisions of this section, and not otherwise recovered by or credited to the GRANTOR.

(F) Adjustment. If the termination hereunder be partial, prior to the settlement of the terminated portion of this agreement, the SUBRECIPIENT may file with the GRANTOR a request in writing for an equitable adjustment of the price or prices specified in the agreement relating to the continued portion.

Product Ownership

37. 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

38. 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

39. (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

40. 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.

Federal Regulations Compliance

41. For agreements involving \$100,000 or more the SUBRECIPIENT agrees to comply with all applicable standards, orders, or regulations issued under section 306 of the Clean Air Act of 1970, 42 U.S.C. 1857(h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR Part 15) to report any violations of said standards, orders or regulations to the GRANTOR and the Environmental Protection Agency Regional Office.

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

Source Documents

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

- Successors** 43. 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** 44. Unless otherwise specified herein, written notice shall be deemed to have been duly served if delivered in person to an employee or officer of the entity for whom it was intended, or if delivered at or sent by registered or certified mail to the last business address known to the party who gives notice.
- Warranty** 45. 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** 46. (A) The duties and obligations imposed by this agreement and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights or remedies otherwise imposed or available by law.
- (B) 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 or 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 thereunder, except as may be specifically agreed in writing.
- Suspensions of Payment** 47. Payment 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 Economic and Community Affairs, an amount owing to any division of the Alabama Department of Economic and Community Affairs, or an amount owing to the Federal government under any program administered by any division of the Alabama Department of Economic and Community Affairs (ADECA) that is not resolved in a reasonable and timely manner.
- Audit Requirements** 48. (A) The SUBRECIPIENT shall comply with the ADECA Audit Policy manual, as amended.
- (B) The SUBRECIPIENT will comply with Act 94-414 which establishes the Department of Examiners for Public Accounts as a repository for audit reports; and accordingly, the SUBRECIPIENT will submit a copy of all audit reports to:
- Department of Examiners of Public Accounts
P. O. Box 302251
Montgomery, Alabama 36130-2251
ATTN: Audit Report Repository
- Audit Exceptions/
Unresolved
Questioned Costs/
Outstanding Debts** 49. 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 ADECA or to the Federal government under any program administered by any division of ADECA that has not arranged a repayment scheduled.

**Debarment
And Suspension**

50. This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 20 CFR Part 98, Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211 and amended 54 FR 4950, 4959, January 31, 1989).

No recipient or SUBRECIPIENT shall make any subgrants or permit any contract or subcontract at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in Federal assistance programs in accordance with the U.S. Department of Labor regulations at 29 CFR part 98.

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

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

**Drug-Free
WorkPlace
Requirements**

51. 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 WIA Regulations (20 CFR667.200 (d)). A separate certification specific to the site of performance relative to this agreement is also required (29 CFR Part 98.630).

**Certification
Regarding
Lobbying**

52. All WIA Title I recipients and SUBRECIPIENTS must comply with the restrictions on lobbying which are codified in the U.S. Department of Labor regulations at 29 CFR Part 93 (20 CFR667.200(e)). 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.

Construction

53. The SUBRECIPIENT will ensure that WIA 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 WIA Section 193, using a formula that assesses costs proportionate to space utilized;
- (2) JTPA owned property which is transferred to WIA Title I programs;

(C) For Job Corps facilities, as authorized by WIA 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 (WIA Sec. 173(d)).

Relocation

54. 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, that results in the loss for any employee of such establishment at the original location.

Further, the SUBRECIPIENT will ensure that no WIA 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

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

Public Service Employment

56. 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 173 (d) of WIA (WIA Section 195 (10) and 20 CFR667.264(a)(2)).

Employment Generating Activities

57. The SUBRECIPIENT will ensure that no funds available under this agreement are used for employment generating activities, economic development activities, investment in revolving loan funds, capitalization of businesses, investment in contract bidding resource centers, and other similar activities, unless they are directly related to training for eligible individuals (20 CFR667.262(a)). The SUBRECIPIENT will also ensure that no WIA Title I funds are spent on wages of incumbent employees during participation in economic development activities provided through a Statewide workforce investment system (WIA Section 181(b)(1) and 20 CFR667.264(a)(1)).

58. The SUBRECIPIENT will ensure that no funds under this agreement are used for foreign travel (WIA Section 181 (e) and 20 CFR667.264(b)).

**Not To
Constitute
A Debt Of The
State**

59. 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. It is further agreed that if any provision of this contract shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this contract, be enacted, then that conflicting provision in the contract shall be deemed null and void. The SUBRECIPIENT's sole remedy for the settlement of any and all disputes arising under the terms of this agreement shall be limited to the filing of a claim with the Board of Adjustment for the State of Alabama.

For any all disputes arising under the terms of this contract, 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 by and through the Attorney General's Office of Administrative hearings or where appropriate, private mediators.

Representation

60. 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

Subject: RE: Eligibility for Adult and Dislocated Worker Programs in the Alabama Workforce Investment Area

The definitions below are from the ADECA intranet WDD section on the *Forms Preparation and Data Validation Requirement Handbook*. The GOWD Field Services Memorandums are in the Alabama Office of Workforce Development link on the WDD section on the ADECA website. The Field Services Memos are under downloads.

AWIA Adult and Dislocated Worker Definitions from the Forms Prep Handbook:

An adult is defined as an individual who is:
18 years of age and older

A dislocated worker is an individual who is 18 years of age or older and:

A. terminated or laid off, or who has received a notice of termination or layoff, from employment

1. is eligible for or has exhausted entitlement to unemployment compensation; or

2. has been employed for a duration sufficient to demonstrate, to the appropriate entity at a one-stop center referred to in section 134(c), attachment to the workforce, but is not eligible for unemployment compensation due to insufficient earnings or having performed services for an employer that were not covered under a State unemployment compensation law; and

3. is unlikely to return to a previous industry or occupation;

B. has been terminated or laid off, or received a notice of termination or layoff; as the result of a permanent closure or substantial layoff

1. employed at a facility at which the employer has made a general announcement that such facility will close within 180 days; or

2. for purposes of eligibility to receive services other than training services described in section 134(d)(4). Intensive services described in section 134(d)(3), or supportive services, is employed at a facility at which the employer has made a general announcement that such facility will close

4

C. was self-employed (including employment as a farmer, a rancher, or a fisherman) but is unemployed as a result of general economic conditions in the community in which the individual resides or because of natural disasters; or

D. is a displaced homemaker.

All registrants must comply with citizen/eligible to work, selective service, and provide the information needed to determine eligibility.

OFFICE OF THE GOVERNOR

BOB RILEY
GOVERNOR



STATE OF ALABAMA

OFFICE OF WORKFORCE DEVELOPMENT

DR. MATTHEW HUGHES
DIRECTOR

MEMORANDUM #2009-FLDSVC-022

DATE: May 1, 2009

TO: Area Managers, Career Center Managers

FROM: Susan (Miller) Norman
Associate Director of Field Services

RE: WIA Adult American Recovery and Reinvestment Act (ARRA)
Income Guidelines

The Alabama Workforce Investment Area Workforce Investment Board approved to allow enrollment into WIA ARRA Adult Program training activities to individuals whose family income is at or below 200 % (percent) of the federal poverty level guidelines at the April 7, 2009 Board Meeting. However, priority of service, in accordance with the Workforce Investment Act as well as American Recovery and Reinvestment Act will be given to recipients of public assistance and veterans.

Attached are Income Charts to assist you in determining eligibility.

SMN/mew

Attachments

c: Robert Brantley
Matthew Hughes
Mickey Hutto
Bill Hornsby
Steve Walkley

**70% Lower Living Standard Income Level
Combined with Federal Poverty Level**

Metropolitan Areas

<u>Family Size</u>	<u>Income</u>
1	10,830
2	14,570
3	18,310
4	22,500
5	26,556
6	31,058

For each additional family member above 6 add 4,502

Non-Metropolitan Areas

<u>Family Size</u>	<u>Income</u>
1	10,830
2	14,570
3	18,310
4	22,050
5	25,790
6	29,935

For each additional family member above 6 add 4,145

METROPOLITAN AREAS INCLUDE:

**Autauga, Bibb, Blount, Calhoun, Chilton,
Colbert, Elmore, Etowah, Geneva, Greene,
Hale, Henry, Houston, Jefferson, Lauderdale,
Lawrence, Lee, Limestone, Lowndes,
Madison, Mobile, Montgomery, Morgan,
Russell, Shelby, St. Clair, Tuscaloosa and
Walker.**

NON-METRO AREAS INCLUDE: The other 39 counties.

***Revision effective 03/26/09 per Federal Register / Vol. 74, No. 57 (LLSIL) and Federal Register / Vol. 74, No. 14 (HHS Poverty Guidelines).**

WIA Self-Sufficiency Income Chart

A. Metropolitan Areas*

(Autauga, Bibb, Blount, Calhoun, Chilton, Colbert, Elmore, Etowah, Geneva, Greene, Hale, Henry, Houston, Jefferson, Lauderdale, Lawrence, Lee, Limestone, Lowndes, Madison, Mobile, Montgomery, Morgan, Russell, Shelby, St. Clair, Tuscaloosa, and Walker.)

Family Size	100% LLSIL	150% LLSIL	200% LLSIL
1	\$11,577	\$17,366	\$23,154
2	\$18,969	\$28,454	\$37,938
3	\$26,036	\$39,054	\$52,072
4	\$32,143	\$48,215	\$64,286
5	\$37,937	\$56,906	\$75,874
6	\$44,369	\$66,554	\$88,738
For Each Additional Family Member above 6, add:	\$6,432	\$9,648	\$12,864

B. Non-Metropolitan Areas*

(Other 39 Alabama Counties)

Family Size	100% LLSIL	150% LLSIL	200% LLSIL
1	\$11,164	\$16,746	\$22,328
2	\$18,289	\$27,434	\$36,578
3	\$25,101	\$37,652	\$50,202
4	\$30,986	\$46,479	\$61,972
5	\$36,567	\$54,851	\$73,134
6	\$42,764	\$64,146	\$85,528
For Each Additional Family Member above 6, add:	\$6,197	\$9,295	\$12,394

Revision effective 03/26/09 per Federal Register / Vol. 74, No.57 (LLSIL)

*FY2008 Metropolitan/Non-Metropolitan Areas



**WIA ADULT AND DISLOCATED WORKER PROGRAMS, and NATIONAL EMERGENCY GRANTS
MONTHLY REPORT**



ETA Form: ETA-9148
Report Due Date: mm/dd/yyyy
Report Month End Date: mm/dd/yyyy
State _____

OMB No. 1205-0474
Expires: 11/30/2009

Performance Items		Current Month (A)	Previous Month (B)	Program-to-Date (C)
A. PARTICIPANT SUMMARY INFORMATION				
WIA Adults	1. Total number of <u>new</u> participants served			
	2. Total number of participants served			
	3. Number of UI claimants			
	4. Number of low-income individuals			
	5. Number of Temporary Assistance to Needy Families (TANF) recipients			
	6. Number of public assistance individuals			
	7. Number of Veterans			
	8. Number of individuals with disabilities			
	9. Number of individual training accounts (ITA)			
	10. Number of participants in training			
	11. Number in on-the-job training (OJT)			
	12. Number in skill upgrading and retraining			
	13. Number in customized training			
	14. Number receiving supportive services (except needs-related payments)			
	15. Number receiving needs-related payments			
WIA Dislocated Workers	1. Total number of <u>new</u> participants served			
	2. Total number of participants served			
	3. Number of UI claimants			
	4. Number of Veterans			
	5. Number of individuals with disabilities			
	6. Number of individual training accounts (ITA)			
	7. Number of participants in training			
	8. Number in on-the-job training (OJT)			
	9. Number in skill upgrading and retraining			
	10. Number in customized training			
	11. Number receiving supportive services (except needs-related payments)			
	12. Number receiving needs-related payments			
National Emergency Grants	1. Total number of <u>new</u> participants served			
	2. Total number of participants served			
	3. Number of UI claimants			
	4. Number of Veterans			
	5. Number of individuals with disabilities			
	6. Number of individual training accounts (ITA)			
	7. Number of participants in training			
	8. Number in on-the-job training (OJT)			
	9. Number in skill upgrading and retraining			
	10. Number in customized training			
	11. Number receiving supportive services (except needs-related payments)			
	12. Number receiving needs-related payments			
B. REPORT CERTIFICATION/ADDITIONAL COMMENTS				
Grantee Remarks				
Name of Grantee Certifying Official		Telephone Number:	Email	

This reporting requirement is approved under the Paperwork Reduction Act of 1995, OMB Control No. 1205-0474, expiring 11/30/2009. Persons are not required to respond to the collection of information unless it displays a currently valid OMB number and expiration date. Public reporting burden for the collection of information is estimated to average 30 hours per response, including time for reviewing instructions, searching existing data sources, gathering and reviewing the collection of information, the reason for the collection of information is general program oversight, evaluation and performance assessment. Send comments regarding this burden, to the U.S. Department of Labor, Employment and Training Administration, Office of Performance and Technology, 200 Constitution Avenue, NW, Room 3-8203, Washington, D.C. 20210 (Paperwork Reduction Project 1205-0474).