

# REQUEST FOR PROPOSALS (RFP)



**For the Selection of Program Operators to Provide  
Workforce Innovation and Opportunity Act Funded**

## **Occupational Skills Training**

**FOR THE EAST ALABAMAWORKS! LOCAL WORKFORCE DEVELOPMENT AREA**

**Alabama Department Commerce  
Workforce Development Division/Governor's Local Workforce Areas  
401 Adams Avenue, Suite 390  
Montgomery, Alabama 36130  
(334) 242-5300 (Office Phone)**

<http://www.eastalabamaworks.com/>

**Release Date:  
July 1, 2018**

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## **PART A: BACKGROUND AND PURPOSE OF THIS RFP**

The Workforce Innovation and Opportunity Act (WIOA) was signed into law July 22, 2014 and supersedes the Workforce Investment Act. It promotes program coordination and alignment of key employment, education and training programs at the Federal, State, regional and local level. WIOA was designed to provide workforce investment activities to increase employment, retention and earnings, and the attainment of recognized postsecondary credentials. Through these activities, the quality of the workforce will improve, economic self-sufficiency will increase, and workers will meet the skill requirements of employers and enhance the productivity and competitiveness of our nation.

Alabama Department of Commerce's (ADC) Workforce Development Division, Governor's Local Workforce Areas (GLWA) and the East AlabamaWorks! Local Workforce Development Board (EAW) are issuing this Request for Proposals (RFP) for short term (26 weeks or less) standalone occupational skills training programs for adults and dislocated workers under WIOA.

The United States Department of Labor defines occupational skills training as an organized program of study that provides specific vocational skills that lead to proficiency in performing actual tasks and technical functions required by certain occupational fields at entry, intermediate, or advanced levels. Proposals must describe how "Soft Skills" training such as Ready-to-Work will be incorporated into the training. Priority consideration must be given to training programs that lead to recognized postsecondary credentials that align with in-demand industry sectors or occupations in the local area. Such training must:

- (1) Be outcome-oriented and focused on an occupational goal;
- (2) Be of sufficient duration to impart the skills needed to meet the occupational goal; and
- (3) Lead to the attainment of a nationally recognized credential. A list of United States Department of Labor nationally recognized credentials can be found [here](#).

The Alabama Department of Commerce/WDD and GLWA serve as the administrative entity for activities pursuant to the workforce development programs funded and regulated under the federal Workforce Innovation and Opportunity Act of 2014 (WIOA). The ADC/WDD in accordance with the provisions of WIOA Title I is a nondiscrimination/equal opportunity program. The EAW Board is comprised of representatives from the public and private sectors as prescribed in WIOA and is responsible for setting policy and overseeing WIOA funded activities in the EAW.

EAW occupational skills training proposals should focus on the needs of industries in the East Alabama region. Each of these industries contain several career pathways in which a participant may enter an occupation and be able to advance within that specific occupation or occupational cluster. Proposals featuring training in the following in-demand industry sectors will be shown preference: Modern Manufacturing, Health Care, and Services – Education, Retail, Lodging, and Food Service. Additional special considerations will be given to proposals that demonstrate collaboration with the Alabama Department of Corrections to address Prisoner Re-entry as a part of the participant strategy.

Other industry sector opportunities must be supported by relevant labor market information. Proposals should demonstrate collaboration with local Alabama Career Centers as well as other community partners so that resources are used efficiently and effectively to address workforce

development needs within the area. Veterans, and their spouses are given priority for service under the WIOA. Proposals that include linkages with organizations serving veterans in the local area are also encouraged.

## **PART B: GENERAL INSTRUCTIONS**

### **B.1. Proposal Constitutes Offer**

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

### **B.2. Time Frame**

Costs may be incurred once all parties sign the grant agreement but not before the effective date of the agreement. Grants will initially be issued for up to 12-months. The EAW Local Board reserves the right to extend/renew its grant beyond the initial 12-month period.

### **B.3. No Obligation to the Commerce Workforce Development Division**

The ADC/ WDD, or any agent thereof on behalf of the EAW Local Board, will not be obligated in any way by any proposer's response to this RFP. Pre-agreement costs are not authorized. The ADC/WDD reserves the right to make no awards under this RFP if no acceptable proposals are received per this RFP.

### **B.4. 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 ADC/ 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.5. 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.

### **B.6. Receipt of Proposals**

Proposals should be submitted as follows:

#### **By Mail to:**

Alabama Department of Commerce  
Workforce Development Division- RFP  
Post Office Box 304103  
Montgomery, Alabama 36130-4103

#### **Hand Deliver to:**

Alabama Department of Commerce  
Workforce Development Division  
401 Adams Avenue, Suite 390  
Montgomery AL 36104  
Telephone (334) 242-5300

### **B.7. Proposal Submission Format**

Proposers should submit one (1) original and two (2) copies of each proposal. The original proposal should bear a signature from an officer of the proposer entity that is authorized to bind the proposer. The original proposal should be stamped or otherwise annotated. 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. Please double space and use 11-point font. Your narrative must **not** be longer than 25 pages.

The proposal package should also include the proposal data on a USB drive.

### **B.8. Eligible Proposers**

Proposers must have experience providing occupational skills training that leads to an industry recognized credential. Proposers must, upon request of the ADC/WDD, furnish satisfactory evidence of their ability to successfully provide their proposed services in accordance with the terms and conditions of this RFP. The ADC /WDD reserve the right to make the final determination as to the proposer's ability to provide the services before entering into any grant agreement.

The provision of the services specified in this RFP requires knowledge and understanding the Workforce Innovation and Opportunity Act of 2014. The Department of Labor's website at [www.doleta.gov](http://www.doleta.gov) provides valuable information about WIOA and related training activities.

### **B.9. 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. Information contained in the proposal that is privileged and confidential and is clearly marked as such will not be disclosed.

### **B.10. Award Information**

The ADC/WDD reserves the right to select Proposals that it deems appropriate, and is not bound to accept any proposal based on price alone, further reserving the right to reject all proposals if it is deemed to be in the EAW Local Board's best interest to do so.

### **B.11. Negotiation/Discussion**

The ADC/WDD reserves the right to conduct discussions with proposers in order to ensure a full understanding of the proposed activities and processes. Selection of an organization as a grantee does not constitute approval of the grant proposal as submitted. Before the grant is awarded, the ADC/WDD may enter into negotiations about such items as program components, allowable activities, staffing, funding levels and administrative systems in place to support program implementation. If the negotiations do not result in a mutually acceptable submission, the ADC/WDD reserves the right to terminate the negotiations and decline to fund the proposal. Proposers will be accorded fair and equal treatment with respect to any opportunity for discussions and revisions concerning their proposals.

### **B.12. Agreement Type**

All proposals must present a line item budget using the forms included in this RFP. Contracts awarded pursuant to this RFP will be cost reimbursement agreements.

**B.13. Proposer Administrative and Fiscal Capabilities**

As a part of the evaluation and award process, the ADC/WDD 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. The ADC/WDD expects that proposers will have the following:

- 1) Personnel/Grievance/ Travel Policies
- 2) Equal Opportunity/Nondiscrimination Policy
- 3) Suspension and Debarment Certification
- 4) Lobbying Activities Certification
- 5) Financial Accounting and fiscal control policies & procedures
- 6) Cost allocation plans, if appropriate
- 7) Approved indirect cost rates, if applicable

**B.14. General Requirements for Program Operators**

Proposers shall be responsible for complying with any and all State Laws and regulatory requirements to operate a WIOA-funded program including the Beason-Hammon Alabama Taxpayer and Citizen Protection Act (Act No. 2011-535) and collection and submission of Dun & Bradstreet Numbers and the System for Award Management at <https://www.sam.gov>.

**B.15. RFP Questions**

Those with questions (after you completely review the RFP) may submit your questions via e-mail to [tracey.smith@commerce.alabama.gov](mailto:tracey.smith@commerce.alabama.gov). All questions received will be reviewed and responses posted on the East AlabamaWorks! website ([eastalabamaworks.com](http://eastalabamaworks.com)).

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

**No other sources of responses or clarification are considered valid.**

**PART C: SCOPE OF THE REQUEST FOR THIS PROPOSAL**

**C.1. Eligible Providers / Grantee Qualification Requirements**

Any public entity, private non-profit entity, or private for-profit entity meeting the qualifications outlined in this RFP may apply. Grant awards shall only be made to qualified entities that are able to comply with WIOA administrative standards.

**C.2 Fund Availability**

Funding is contingent upon the availability of WIOA funds. Funding for subsequent program years funding is contingent on the availability of funds, proven performance and approval by the East AlabamaWorks! Local Board in conjunction with the Workforce Development Division.

### **C.3. Service Area**

**Entities may submit proposals to provide services in the East AlabamaWorks! Workforce Development Area.**

### **C.4. Period of Performance**

Proposers should develop their program design and budget to conform to an *initial period of performance* of 12 months. ADC/WDD reserves the right to revise the final time period for program activities as needed. The ADC/WDD reserves the right to **extend/renew** its initial contract for services for *additional* 12-month periods.

### **C.5. Leveraged Funding and Service Coordination:**

Proposers are encouraged to leverage community resources to create a seamless network of services that are easily accessible and relevant to program participants. Proposers must be able to draw upon a resource base that extends beyond WIOA funding. Proposers should describe connections to other funding sources that will benefit participants and increase the cost-effectiveness of federal funds. Letters of Intent or Memoranda of Agreement with organizations that are donating resources (both monetary and non-monetary) in support of the training program should be submitted with the proposal.

### **C.6. Performance Standards**

The work to be performed under this RFP shall be done to the satisfaction of the East AlabamaWorks! Local Board. The Board and the ADC/WDD will have responsibility in determining the acceptability of service provider performance. Proposals must include anticipated outcomes and performance measures appropriate for the proposed activities. The final measures and outcomes will be negotiated between the local board and the ADC/WDD.

Minimum performance measures for training proposals should include numbers served and positive outcomes appropriate to the activity (e.g., number gaining credential, number obtaining employment, number retaining employment and average wages). ADC/WDD will give particular priority to assessment of outcomes for programs whose performance measures relate directly to participants' receipt of job skills/training applicable to targeted industries and career pathways. These goals will be monitored and evaluated on a quarterly basis.

All East AlabamaWorks! contractors are expected to meet or exceed the performance standards. Should a contractor's performance fall below 80% of the planned enrollment or performance goals, the contractor may be subject to corrective action and/or recapture of funds.

## **PART D: PROPOSAL EVALUATION PROCESS AND CRITERIA**

### **D.1. Initial Review**

Proposals that are received and followed the proposal submission format will be evaluated by ADC/WDD staff for completeness. Below are the steps that will occur once the proposals have been evaluated:

1. Once proposals have been evaluated, they will be made available to the East AlabamaWorks! Executive Board for review. The Executive Board will recommend proposals worthy of funding to the East AlabamaWorks! Local Board. Any Council/Committee member who represents an organization submitting a proposal under this solicitation will be excluded from the review process.
2. Final recommendations of proposals will come from the East AlabamaWorks! Local Board in conjunction with the ADC/WDD.
3. The Board will determine which proposals are most advantageous to the East AlabamaWorks! Local Area, taking into consideration technical quality, price, the mix of programs and services to be provided, service area and other relevant factors. Since program funds are limited, proposals will be reviewed on a first come, first serve basis.

The award of any grant is contingent upon successful negotiation to include any cost or technical changes to a proposal that may be required by the ADC/WDD.

Proposers are advised that discussions may be needed to clarify certain aspects of a proposal to assist in evaluations. These 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 an invitation to participate in negotiations is no guarantee that the proposal will be funded. The WDD may stipulate that grants not be awarded unless the Proposers accede to certain technical or cost/price changes. Accordingly, the ADC/ WDD reserve the right to:

- Negotiate costs and/or prices to enhance cost effectiveness. The dollar amount of any resulting contract will not necessarily match the dollar amount in the original proposal. All costs are subject to negotiation.
- Negotiate the technical aspects of a proposal to fulfill the East AlabamaWorks! Local Board's goals and objectives and/or assure compliance with WIOA law, regulations, and policy. The technical aspects of any resulting contract may not 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 to solicit offers. The WDD is not obligated to accept any offer, fund any proposal, or award any contract, or pay costs incurred for proposal preparation or presentation. The ADC/WDD 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 interests 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 WDD will provide written notice of final decision(s) regarding responses to this RFP once the East AlabamaWorks! Local Board approves funding of the program.



### **D.3. Notice of Appeal**

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

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

Appeals must be submitted within 10 days from the date of the denial notice. Appeals should be sent to the following address:

Steve Walkley, Division Director  
Alabama Department of Commerce Workforce Development Division  
Post Office Box 304103  
Montgomery, Alabama 36130-4103

### **PART E: 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 proposal in accordance with the instructions below.

The completed and signed **GLWA Occupational Skills Training Proposal Package Cover Sheet** should be **page 1** of your complete proposal response.

The completed and signed **GLWA Contractor Qualifications** should be **page 2**.

The completed and signed **Proposing Agency Qualifications** should be **page 3**.

Your response to the **Program Narrative** should begin as **page 4** and should follow the program narrative outline on page 19. 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 Proposer's **Assurances and Certifications**.

The order of your proposal should be:

The ADC/ WDD **Proposal Cover Sheet** will be page 1.

The **Contractor Qualifications** will be page 2.

The **Proposing Agency Qualifications** will be page 3.

The **Program Narrative** (no more than 25 pages).

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

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

The **WDD Assurances and Certifications** will follow the Budget Narrative.

The **State of Alabama's Disclosure Statement** follows the **Assurances and Certifications**.

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

**Governor's Local Workforce Area  
Occupational Skills Training RFP Response Package Cover Sheet**

<b>I. OFFEROR'S IDENTIFICATION</b>		<b>Federal I.D. No</b> _____	
<b>Name of Organization</b>			
<b>Address</b>			
<b>City, State, Zip</b>			
<b>Grant Signatory/Title</b>	/		
<b>Contact Person/Title</b>	/		
<b>Email</b>			
<b>Signatory Telephone #</b>		<b>Contact Telephone #</b>	

**II. PROJECT SUMMARY**

Title and brief descriptive summary of the proposed activity

<b>Physical Location of Service Delivery Sites/Facilities</b>			
<b>Beginning Date of Program</b>		<b>Ending Date of Program</b>	
<b>Number of Hours Required to Complete Program</b>		<b>Number of Hours Participants Will Attend per Week</b>	
<b>Number of Weeks Required to Complete Program</b>		<b>Total Number of Participants to be Served</b>	
<b>Cost per Participant</b>		<b>Daily Hours of Operation</b>	

**III. PROPOSED BUDGET** **WIOA 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: \_\_\_\_\_

**Alabama Department of Commerce Workforce Development Division  
Governor's Local Workforce Area  
Request for Proposal**

**Contractor Qualifications**

<b>Administrative Organization</b>	
	<input type="checkbox"/> <b>Non-Profit Organization</b> <input type="checkbox"/> <b>Government Organization</b>
	<input type="checkbox"/> <b>For-Profit Business</b> <input type="checkbox"/> <b>Other</b>
<b>Other: Please Specify</b>	
<b>Contact Person for Documentation of Qualifications</b>	
<b>Phone Number</b>	
<b>Address</b>	
<b>Mailing Address (if different)</b>	
<b>Email Address</b>	
<b>Fax Number</b>	

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:

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

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

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

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

## PROPOSING AGENCY QUALIFICATIONS

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

Type of Agency: (check)

<input type="checkbox"/>	Public School	<input type="checkbox"/>	Municipality / County Government
<input type="checkbox"/>	Two-Year College	<input type="checkbox"/>	Private Not-for-Profit Organization
<input type="checkbox"/>	Four-Year College	<input type="checkbox"/>	Commercial FOR-PROFIT Organization
<input type="checkbox"/>	State Agency	<input type="checkbox"/>	Other (Please Specify)

Are you licensed or registered to do business in Alabama?	<input type="checkbox"/>	<b>Yes</b>	<input type="checkbox"/>	<b>No</b>

Are you now – or in the past two years have been - obliged to <b>repay</b> any costs incurred by your agency under any federal assistance programs that were subsequently disallowed as a result of any audit or other review?	<input type="checkbox"/>	<b>Yes</b>	<input type="checkbox"/>	<b>No</b>
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**If Yes, explain the circumstances** on a separate sheet inserted behind this item.

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) including the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards issued by the Office of Budget Management (OMB) on 12/26/14?	<input type="checkbox"/>	<b>Yes</b>	<input type="checkbox"/>	<b>No</b>

Can your financial system report expenditures of WIOA funds on an accrual basis?	<input type="checkbox"/>	<b>Yes</b>	<input type="checkbox"/>	<b>No</b>
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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 Innovation & Opportunity Act (WIOA) funds?	<input type="text"/>	<input type="text"/>	%

What was the date of your agency’s last independent audit?	<input type="text"/>
Name of audit firm/agency?	<input type="text"/>

## 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 below.

Program Narrative should begin as **Page 4** of your response package immediately behind the completed proposal cover sheet and contract qualifications sheet.

A comprehensive narrative explanation of your proposed program must be provided. Proposers must use the outline delineated here, and address each item, (I through V):

The narrative will be a key element of your proposal.

### Program Narrative Format

The Narrative must address the following points:

- I. **Executive Summary: (2 pages maximum)**
  - Open with a concise summation of your program
  - Who will the organization serve; and what outcomes will you achieve as a result of participation?
  - Discuss how the need was documented
  - Describe major proposed activities and intended outcomes
  - Specify proposed sites/locations for service /activity delivery and the hours for the program
  - Total amount requested
  
- II. **Organizational Capability:**
  - Describe Your Organization's Mission and Purpose
  - What makes your agency qualified to deliver this program?
  - Indicate why you can/will be successful in conducting this program.
  - Describe how your history and mission are relevant to program aims.
  - Describe how you propose to assure proper management and administration of the program to WIOA requirements.
  - Document prior successful experience with similar programs.
  
- III. **Program Design:**

Describe in detail how the program will be designed and how the program components will be provided.
  
- IV. **Performance Outcomes:**

Identify and quantify the outcomes to be achieved during your contract period as a result of the services your program will provide

Include in your proposal, a calendar/timeline that clearly identifies program milestones and activities assuming a 12 month operating time line. (Note that possible renewal of any program will be done on an annual basis). Include on this timeline when you will complete enrollment or how many participants you will have enrolled for each at the end of each quarter. Also show reporting activity, financial invoicing and other events that will occur during the course of the program. This timeline should clearly communicate anticipated program activity on a month by

month basis in a concise format. This timeline should be included as an addendum to the proposal and will not count against the page count of the proposal.

Please limit your narrative to items I through IV in the narrative outline and to **no more than 25 pages**. Please double space and use 11-point font. Please **do not** submit full text copies of curricula, handouts, workbooks, promotional materials, etc. The ADC/WDD can request submission of these items at a later date, if necessary.

VI. **Cost/ Budget Narrative**

What will be the cost to the East AlabamaWorks! Local Board for the program?

Complete the **Proposed Line Item Budget for Occupational Skills Programs** form to provide ADC/WDD with information on the costs of your proposed program.

Administrative costs are limited to no more than 10% of total costs.

Support this form with a detailed **Budget Narrative** in accordance with the definitions and instructions that follow the budget form on page 24.

**Facsimiles** of the budget form that you have created on your own are allowable for the proposal. **However**, ADC/WDD budget forms must be used once a Proposal has been approved and a grant agreement is developed. Proposers will be provided with an electronic copy of budget forms.

**PROPOSED LINE ITEM BUDGET FOR OCCUPATIONAL SKILLS TRAINING PROGRAMS**

Service Provider	
Program Title	

LINE ITEM COST	PROGRAM SERVICES (PGS)	
Staff Compensation	PGS1.	\$
Staff Fringe Benefits	PGS2.	\$
Travel / Transportation	PGS3.	\$
Facility Costs	PGS4.	\$
Communications	PGS5.	\$
Office Supplies	PGS6.	\$
Books and Training/Teaching Aids	PGS7.	\$
Equipment	PGS8.	\$
Contractual	PGS9.	\$
Other Direct Costs	PGS10.	\$
Indirect Costs	PGS11.	\$
<b>TOTAL COST:</b>		\$

Proposers should prepare a **Budget Narrative** that provides details to support and explain each cost element and how each was calculated.

Use the following **Line Item Component Definitions** to provide supporting detailed information (back-up) in the manner requested. Clearly number and label each line item in the narrative – PGS1 through PGS 11 – and provide information as requested in the Back-up Detail.

NOTE: Before a grant is executed, a more detailed line item budget will be required of the Proposer. The ADC/WDD will electronically provide the required forms necessary to complete the budget.



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

PGS #1

**Staff Compensation**

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

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

**Example:**

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

PGS #2

**Staff Fringe Benefits**

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

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

**Example:**

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

PGS #3

**Travel and Transportation**

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

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

PGS #4

**Facility Costs**

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

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

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

PGS #5

**Communications**

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

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

PGS #6

**Office Supplies**

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

- a) Costs for office supplies or desktop supplies to be used by program staff including postage, express mail service, overnight delivery services.

- b) Costs for the purchase of low-cost non-consumable property needed for the program. Normally, non-consumable items having an acquisition cost of less than \$5,000.00 per unit are classified as supplies rather than equipment.

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

PGS#7

**Books and Training/Teaching Aids**

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

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

PGS#8

**Equipment**

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

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

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

PGS #9

**Contractual**

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

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

PGS #10

**Other Direct Costs**

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

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

PGS #11

**Indirect Costs**

Indirect costs may be applied to the program if the Service Provider has an approved indirect cost rate. Indirect charges to the program will be based on actual direct expenditures and not on budget estimates. The EAW/WDD reserves the right to negotiate all indirect cost rates applied to any WIOA-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.

## **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.



# State of Alabama Disclosure Statement

(Required by Act 2001-955)

ENTITY COMPLETING FORM

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

( )

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

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

( )

This form is provided with:

- Contract   
 Proposal   
 Request for Proposal   
 Invitation to Bid   
 Grant Proposal

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

- Yes   
 No

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

STATE AGENCY/DEPARTMENT	TYPE OF GOODS/SERVICES	AMOUNT RECEIVED
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Have you or any of your partners, divisions, or any related business units previously applied and received any grants from any State Agency/Department in the current or last fiscal year?

- Yes   
 No

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

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

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

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

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

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

Signature \_\_\_\_\_ Date \_\_\_\_\_

Notary's Signature \_\_\_\_\_ Date \_\_\_\_\_ Date Notary Expires \_\_\_\_\_

*Act 2001-955 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.*

**WIOA TITLE I FUNDING SOURCE: Combined Funds**

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

**ASSURANCES & CERTIFICATIONS**

The SUBRECIPIENT assures and certifies that:

**The Act**

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

**Administrative Requirements**

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

**Amendments**

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

**Agreement**

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

**Legal Capacity**

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



**Grievance Procedures**

6.

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

**Records**

7.

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

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

**Sectarian**

8.

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

**Safety**

9.

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

**Conditions of Employment**

10.

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

**Workers' Compensation**

11.

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

**Maintenance of Effort**

12.

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

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

**Training Objectives**

13.

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

**Use of Funds Supplanting**

14.

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

**Reports**

15.

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

**Participant Selection**

16.

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

**Performance**

17.

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

**Acceptability**

18.

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

**Indemnification**

19.

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

**Bank Account**

20.

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

**Bonding**

21.

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

**Procurements and Property**

22.

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

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

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

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

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

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

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

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

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

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

**Subcontractors**

23.

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

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

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

**Monitoring Evaluation and Audit**

24.

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

**Modifications**

25.

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

**Product Ownership**

26.

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

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

**Copyrights**

27.

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

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

**Cost of Contract**

28.

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

**Public Relations**

29.

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

**Source Documents**

30.

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

**Successors**

31.

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

**Written Notice**

32.

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

**Warranty**

33.

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

**Rights and Remedies**

34.

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

**Construction**

35.

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

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

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

**Relocation**

36.

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

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

**Code of Standards**

37.

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

**Public Service Employment**

38.

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

**Employment Generating Activities**

39.

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

**Foreign Travel**

40.

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

**Disputes**

41.

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



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

### **Terminations**

42.

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

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

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

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

### **Hearing on Appeal**

43.

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

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

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

**Nondiscrimination/Equal Opportunity**

44.

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

- Section 188 of the WIOA of 2014, which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I-financially assisted program or activity; and
- Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin; and
- Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities; and
- The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
- Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs; and
- The grant applicant also assures that it will comply with 29 CFR part 38 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIOA Title I-financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIOA Title I-financially assisted program or activity. The grant applicant understands that the United States has the right to seek judicial enforcement of this assurance.

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

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

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

45.

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

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

**Contract Work Hours and Safety Standards Act**

46.

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

**Rights to Inventions Made Under a Contract or Agreement**

47.

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

**Clean Air Act and Federal Water Pollution Control Act**

48.

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

**Energy Conservation**

49.

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

**Debarment and Suspension**

50.

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

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

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

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

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

### **Certification Regarding Lobbying**

51.

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

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

### **Procurement of Recovered Materials**

52.

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

**Tobacco Smoke**

53.

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

**Drug-Free Work Place Requirements**

54.

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

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

**Transparency Act Requirements**

55.

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

**Political Activity**

56.

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

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

**Human Trafficking Provisions**

57.

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

**Purchases of American-Made Equipment and Products**

58.

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

**Mandatory Disclosures**

59.

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

**Not to Constitute a Debt of the State**

60.

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

**Conflicting Provision**

61.

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

**Immunity and Dispute Resolution**

62.

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

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

**Disclaimer**

63.

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

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

**Access to Records**

64.

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

**Assignability**

65.

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

**Contingency Clause**

66.

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

**Conflict of Interest Real or Apparent**

67.

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

**Indirect Cost**

68.

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

indirect cost rate. Subrecipients are allowed to allocate and charge direct costs through cost allocation. However, in accordance with 2 CFR §200.403, costs must be consistently charged as either indirect or direct costs but not charged as both or inconsistently charged to the federal award. Once chosen, the method must be used consistently for all federal awards until such time as negotiated rate is approved by the subrecipients' federal cognizant agency.

**Audit Requirements**

69.

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

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

Copies of all required audits must be submitted to:

Alabama Department of Economic and Community Affairs (ADECA)  
ATTENTION: Chief Audit Executive  
Post Office Box 5690  
Montgomery, AL 36103-5690

And an additional copy to:

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

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

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

70.

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

**Suspensions of Payments**

71.

Payments under this Agreement may be suspended in the event that there is an outstanding audit exception under any program administered by any division of the Alabama Department of Economic and Community Affairs, or in the event there is an amount owing to any division of the Alabama Department of Commerce, or an amount owing to the Federal government under any program administered by any division of the Alabama Department of Commerce (ADOC) that is not received in a reasonable and timely manner. Should the Subrecipient incur an unresolved audit exception or have unresolved questioned costs or finding of fiscal inadequacy as a result of any project monitoring by any division of ADOC, then ADOC shall not



enter into any other contract, agreement, grant, etc., with said grantee until the audit exception or questioned cost or finding of fiscal inadequacy has been resolved. ADOC shall not enter into another contract, agreement, grant, etc., with any individual, agency, company, or government under any program administered by any division of ADOC that has not arranged a repayment schedule.

**Disclosure Statement**

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

**Compliance with Federal, State, and Local Laws**

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

For all contracts governed by the Alabama Public Works Law (§ 39-1-1, *et seq.*, Code of Alabama 1975) or the Alabama Competitive Bid Law (§ 41-16-1, *et seq.*, Code of Alabama 1975), the following shall apply: In compliance with Act 2016-312, the contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

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

**Representation**

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

\_\_\_\_\_  
Name of Organization's Authorized Administrator

\_\_\_\_\_  
Signature of Authorized Administrator

\_\_\_\_\_  
Name of Organization

\_\_\_\_\_  
Date