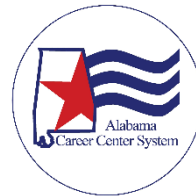


REQUEST FOR PROPOSALS (RFP)



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

YOUTH WORKFORCE DEVELOPMENT SERVICES

**FOR THE SOUTHWEST ALABAMA PARTNERSHIP FOR
TRAINING AND EMPLOYMENT LOCAL WORKFORCE DEVELOPMENT**

REGION 7

FOR PROGRAM YEAR PY25

Southwest Alabama Partnership for Training and Employment

515 Springhill Plaza Court

Mobile, AL 36608

251-432-0909

www.swapte.org

Release Date:

February 18, 2025

Bidders Conference

March 26, 2025, 10:30 a.m. CST

Deadline for submission:

April 18, 2025, 4:30 p.m. CST

Late submissions will not be accepted.

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PART A: BACKGROUND AND PURPOSE OF THIS RFP

The Workforce Innovation and Opportunity Act (WIOA) was signed into law on 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.

Serving out-of-school youth is a priority with WIOA and the Southwest Alabama Partnership for Training and Employment. Proposals to serve in-school youth will be considered only if the proposal focuses on Pre-Apprentice or Registered Apprenticeship programs. WIOA requires that at least 75 percent of available funds be spent on workforce investment services for out-of-school youth. The law also requires 20 percent of youth funds to be spent on paid and unpaid work experiences that incorporate academic and occupational education for youth. These work experiences can include summer and year-round employment opportunities, job shadowing, pre-apprenticeship training, internships, and on-the-job training. **Southwest Alabama Partnership for Training and Employment (SWAPTE) youth programs will focus on providing academic and occupational, skills training to out-of-school youth who have limited skills, little or no work experience, and other barriers to economic success.** The Southwest Alabama Region (Region 7) needs to encourage and support these youth in obtaining the education and skills needed to not only succeed in the labor market but to have a long and prosperous career. **The goal for programs under this RFP is to help youth in the SWAPTE local area attain the education and employability skills that are necessary to get a job, keep their job, and advance in their chosen career pathway.** Southwest Alabama Partnership for Training and Employment Workforce Area, Region 7, is issuing this Request for Proposals (RFP) for occupational youth services programs to serve out-of-school youth ages 16 - 24 (with barriers to employment as identified by WIOA) and in-school youth ages 16 - 21 in Pre-Apprentice or Registered Apprenticeship programs.

Entities may submit proposals to provide services in the SWAPTE Workforce Development Area. The area consists of Baldwin, Choctaw, Clarke, Conecuh, Escambia, Mobile, Monroe, Washington and Wilcox Counties.

Pre-apprenticeship programs are defined as programs designed to prepare individuals to enter and succeed in a Registered Apprenticeship program and have a documented partnership with at least one, if not more Registered Apprenticeship program(s). Registered apprenticeships are programs designed to move an apprentice from a low or no skill entry-level position to full occupational proficiency. A Registered Apprenticeship program is sponsored by an individual business or an employer association and may be partnered with a labor organization through a collective bargaining agreement. Apprenticeships must be registered with the Alabama Office of Apprenticeship. Upon finishing the training program, an apprentice earns a "Completion of Registered Apprenticeship" certificate, an industry-issued, nationally recognized credential that validates proficiency in an occupation.

The Alabama Department of Workforce and SWAPTE serves 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). SWAPTE in

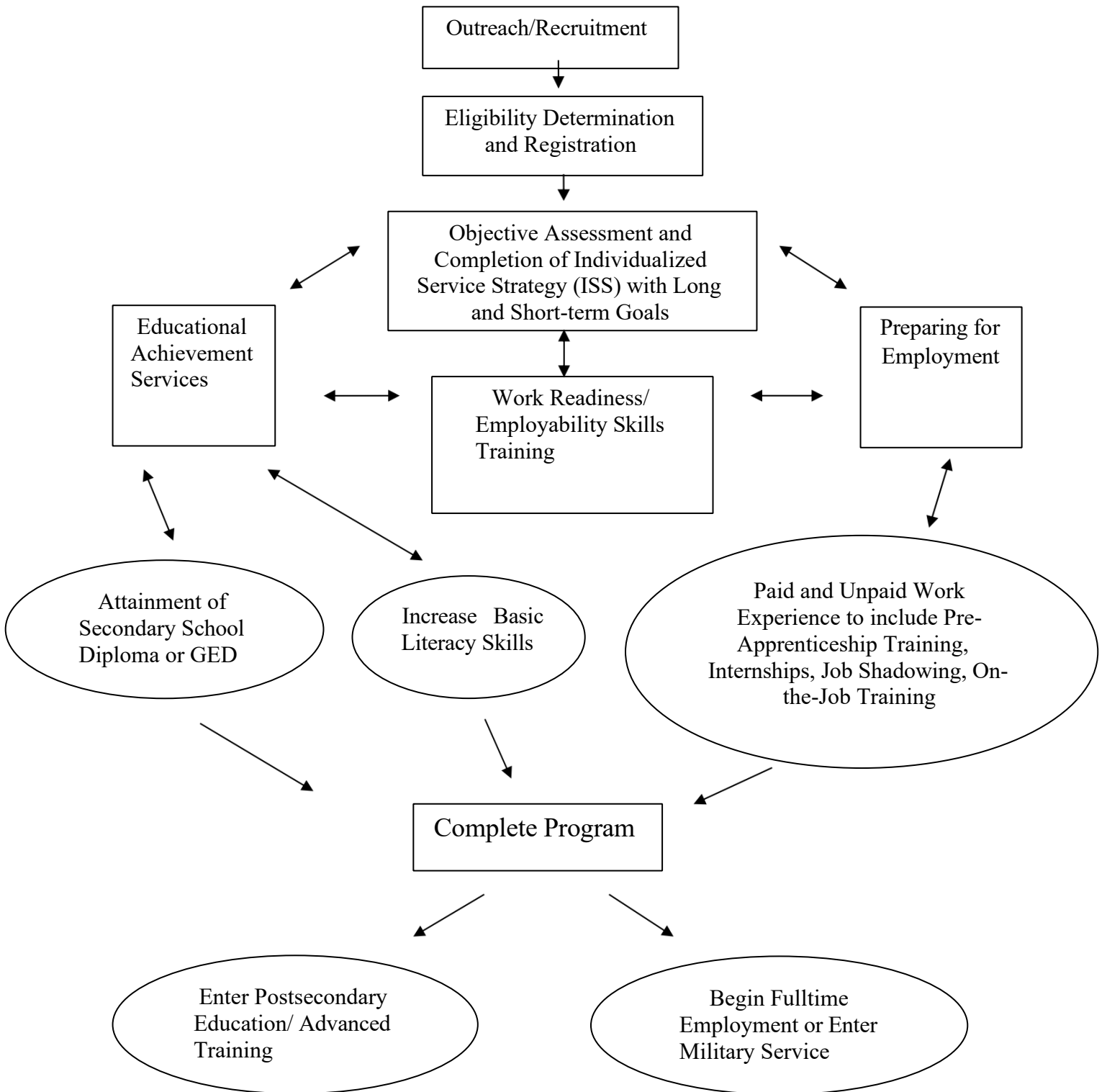
accordance with the provisions of WIOA Title I-B is a nondiscrimination/equal opportunity program. The SWAPTE Board is comprised of representatives from the public and private sectors as prescribed in WIOA and is responsible for setting policy and overseeing WIOA funded activities in Region 7.

SWAPTE youth programs will focus on educational attainment, work-based training opportunities, and training linked to careers aligned with the skills needs of industries in their area. Proposals should connect academic and occupational skills training for the following in-demand industry sectors: Healthcare, Construction, Transportation, Manufacturing, Aviation, and Services **that lead to industry-recognized credentials.** Proposals should target the industry sectors represented in their local service/target area and be documented in the proposal. Other industry sector opportunities must be supported by relevant labor market information. Each industry contains several career pathways in which a youth may enter an occupation and be able to advance within that specific occupation or occupational cluster. Successful employment in these industries will lead to self-sufficiency. Proposals that target the industry sectors listed above will receive additional points in the evaluation process.

Proposals for WIOA eligible out-of-school youth, ages 16-24, with a defined barrier or proposals for in-school youth, ages 16-21, within a Pre-apprenticeship or Registered Apprenticeship should be designed to incorporate the following services:

- Assistance in obtaining a secondary school diploma or its recognized equivalent (GED).
- Work Readiness/Employability Skills training to include:
 - Appearance/Dress
 - Attitude and Body Language
 - Attendance and Punctuality
 - Communication and Following Instructions
 - Dependability/ Responsibility
 - Time Management
 - Decision Making and Problem Solving
 - Leadership and Motivation
 - Financial Knowledge and Management
- Strong linkages between academic instruction and occupational education that lead to recognized postsecondary and/or industry-recognized credentials and are aligned with in-demand industries and occupations in the region.
- Exposure to employment opportunities through activities such as job shadowing, internships, and pre-apprenticeship programs by connecting with employers, apprenticeship programs, and in-demand industry sectors and occupations available in the local and regional labor markets.
- Work-based training gives the youth a chance to earn income while receiving training and developing skills best learned on the job.
- Reflect recognized youth development principles that emphasize the cognitive, social and behavioral competencies that help youth succeed. Proposed services are personalized and focus on developing the individual strengths and interests of each youth.

**GOVERNOR'S LOCAL WORKFORCE AREAS
WIOA YOUTH SERVICES FLOWCHART**



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 SWAPTE 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 SWAPTE Local Board reserves the right to extend/renew its initial grant for activities for one (1) additional 12-month periods, giving the provider a two (2) year contract.

B.3. No Obligation to SWAPTE or Alabama Department of Workforce

SWAPTE or the Alabama Department of Workforce, or any agent thereof on behalf of the SWAPTE Local Board, will not be obligated in any way by any proposer's response to this RFP. Pre-agreement costs are not authorized. SWAPTE and the Alabama Dept. of Workforce 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 discussions 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 SWAPTE. Proposers must meet all the specific requirements set forth in this RFP 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

State law requires that proposals be received by SWAPTE **no later than the date and time specified in this RFP**. Proposers should allow sufficient delivery time to assure their proposal is received at SWAPTE by the specified time and date. SWAPTE is not responsible for any late deliveries by any carrier. Postmarks will not be considered. Proposals received after the specified time and date or submitted via email or facsimile will be disqualified as non-responsive to this request for proposals.

Proposals must be received by Southwest Alabama Partnership for Training and Employment (SWAPTE), no later than 4:30 pm (CDT) April 18, 2025. Proposals should be submitted as follows:

By Mail to:

Southwest Alabama Partnership for
Training and Employment
515 Springhill Plaza Court
Mobile, AL 36608

Hand Deliver to:

Southwest Alabama Partnership for
Training and Employment
515 Springhill Plaza Court
Mobile, AL 36608
251-432-0909

B.7. Proposal Submission Format

Proposers should submit one (1) original and four (4) copies of each proposal. The original proposal should bear a signature in blue ink 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 20 pages.

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

B.8. Eligible Proposers

Proposers must demonstrate financial stability and have been in business more than a year. Proposers must have experience operating a youth program and have knowledge of WIOA and its regulations. Proposers must, upon the request of SWAPTE, furnish satisfactory evidence of their ability to successfully provide their proposed services in accordance with the terms and conditions of this RFP. SWAPTE reserves 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 of the Workforce Innovation and Opportunity Act of 2014. The Department of Labor's website at www.doleta.gov provides valuable information about WIOA and related youth 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. The information contained in the proposal is privileged and confidential and is clearly marked as such will not be disclosed.

B.10. Award Information

SWAPTE 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 SWAPTE Board's best interest to do so or if funding is not available.

B.11. Negotiation/Discussion

SWAPTE reserves the right to conduct discussions with proposers to ensure a full understanding of the proposed activities and processes. The selection of an organization as a grantee does not constitute approval of the grant proposal as submitted. Before the grant is awarded, SWAPTE 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, SWAPTE 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 upon receiving all required reimbursement documentation.**

B.13. Proposer Administrative and Fiscal Capabilities

As a part of the evaluation and award process, SWAPTE 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. SWAPTE 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 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).

B.15. RFP Questions

A traditional bidder’s conference **will be conducted** with this RFP on Wednesday, March 26, 2025. Everyone that plans to respond to this RFP is highly encouraged to attend this meeting. SWAPTE staff will discuss the need of programs, expectations of the program and budget information. This meeting will be held at the Mobile Career Center 515 Springhill Plaza Court Mobile, AL 36608. Those wishing to respond to this RFP should bring any questions they may have to this meeting. No further questions will be acknowledged beyond this meeting, and no one else is authorized to respond to any verbal or written questions.

Date:	March 26, 2025
Time:	10:30 a.m. CDT
Address:	515 Springhill Plaza Court Mobile, AL 36608

NOTE: It is the respondent’s responsibility to check the website regularly for updated information.

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 given 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. Subsequent Program Year 2025-2026 funding is contingent on the availability of funds, proven performance, and approval by the SWAPTE Local Board.

C.3. Service Area

Entities may submit proposals to provide services in the Southwest Alabama Partnership for Training and Employment Workforce area. The SWAPTE area consists of Baldwin, Choctaw, Clarke, Conecuh, Escambia, Mobile, Monroe, Washington, and Wilcox Counties.

C.4. Youth Eligibility Requirements

Basic Eligibility Requirements:

- Citizenship: Eligible Non-Citizen (U.S. national, lawfully admitted permanent resident alien or additional immigrant authorized by the Department of Homeland Security to work in the U.S.) Identity and Employment Authorization must be verified
- Age: Date of Birth
- Selective Service Registration: ***Males Only*** age 18 through 25, must register with the Selective Service System. Register at the Selective Service website: www.sss.gov.

OUT OF SCHOOL YOUTH:

- Out-of-School Youth: (OSY) must provide documentation of basic eligibility criteria and is
 - **Not attending any** secondary or postsecondary school at the time of enrollment; is not younger than 16 or older than age 24 at the time of enrollment (because age eligibility is based on age at enrollment, participants may continue to receive services beyond the age of 24 once they are enrolled in the program); **and**
- One or more of the following "barriers":
 - A high school dropout
 - A youth who is within the age of compulsory high school attendance but has not attended school for at least the most recent complete school year calendar quarter (Alabama defines quarters as the last 9 weeks of school)
 - A recipient of a secondary school diploma or its recognized equivalent who is low-income and basic skills deficient (BSD) or an English language learner
 - An offender
 - A homeless individual or a runaway
 - An individual in foster care or has aged out of the foster care system or who has attained 16 years of age and left foster care for kinship guardianship or adoption, a child eligible for assistance under section 477 of the Social Security Act (42 I.J.C.S. 677) or an individual who is in an out-of-home placement.

- An individual who is pregnant or parenting
- An individual with a disability
- A low-income individual who requires additional assistance to enter or complete an educational program or to secure or hold employment. (See definition below) **Low-income eligibility requirements apply to OSY in #3 and #9 only.**

The State policy for the youth barrier "requires additional assistance to complete an educational program or to secure or hold employment" is a low-income individual who has at least one of the following criteria:

- Indians, Alaska Natives, and Native Hawaiians
- Individuals who are English language learners
- Individuals with low levels of literacy
- Individuals facing substantial cultural barriers
- Eligible migrant and seasonal farmworkers (as defined in section 167(i))
- Low academic performance (a grade point C or below or basic academic skills in the bottom quartile of the class) if enrolled in school 6 months prior to the date of WIOA application. (Rev. 10/23)
- A past record of excessive absences as verified by school officials if in school 6 months prior to the date of WIOA application. (Rev. 10/23)
- Suspended, expelled, or put on probation during high school if in school during the 6 months prior to date of WIOA application. (Rev. 10/23) ➤ Documented alcohol and/or substance abuse
- Documented record of violent behavior
- Limited English proficiency
- Less than 6 months' work experience
- Lacks marketable, occupational skills that are in demand in the local labor market
 - Resides in a non-traditional household setting such as single parent, grandparents, relatives, or unofficial guardian. (NEW 10/23)
- Documented emotional, medical, physical, cognitive, or psychological impairment which creates a significant impediment to employment or education. (Rev. 10/23)

IN-SCHOOL YOUTH:

- In-School Youth: (ISY) must provide documentation of basic eligibility criteria and is
 - **Attending** any secondary or postsecondary school at the time of enrollment. Not younger than age 14 or older than age 21 (because age eligibility is based on age at enrollment, participants may continue to receive services beyond the age of 21 once they are enrolled in the program); **and**
- Low-income individual **and** has one or more of the following "barriers":
 - Basic skills deficient
 - An English language learner
 - An offender
 - A homeless individual, a homeless child or youth, or a runaway
 - An individual in foster care or has aged out of the foster care system or who has attained 16 years of age and left foster care for kinship guardianship or adoption, a child eligible for assistance under sec. 477 of the Social Security Act (42 U.S.C. 677), or in an out-of-home placement
 - Pregnant or parenting
 - A youth who is an individual with a disability

NOTE: Individuals, ages 22 — 24 who are attending school at the time of enrollment, are not eligible as In-School youth due to their age. These individuals must be served by the WIOA Adult Program.

Low-income means an individual who:

- Is currently receiving or is a member of a family that currently receives or received in the past 6 months Supplemental Nutrition Assistance Program (SNAP), Temporary
- Assistance for Needy Families (TANF) or the Supplemental Security Income (SSI) program
- Is in a family whose total family income does not exceed the higher of the Poverty Level or 70% of the Lower Living Standard Income Level.
- Is a homeless individual or runaway youth.
- Is a youth who receives or is eligible to receive a free or reduced-price lunch under the National School Lunch Act. NOTE: When a school does not use individual eligibility criteria to determine who is eligible for a free or reduced-price lunch, the whole school receipt of free or reduced-price lunch cannot be used to determine low-income status for ISY.
- Is a foster child on behalf of whom State or local government payments are made.
- Is an individual with a disability whose own income is the poverty line but who is a member of a family whose income does not meet the requirements.
- Is a youth living in a high-poverty area (at least 25%). These Alabama counties are:

Barbour
Bullock
Dallas

Greene
Lowndes
Macon

Perry
Sumter
Wilcox

C.5. Nonduplication -- No Substitution

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

C.6. Period of Performance

Proposers should develop their program design and budget to conform to an *initial period of performance* of 12 months. SWAPTE reserves the right to revise the final period for programming activities as needed. The SWAPTE Local Board reserves the right to extend/renew its initial grant for activities for one (1) additional 12-month periods, giving the provider a two (2) year contract.

Proposers should address how they **will accomplish** the following benchmarks that will be set in the contract, if awarded the contract:

- Programs should have at least 25% or more participants enrolled within the first quarter of the grant period and 50% enrolled by the 2nd quarter of the grant period.
 - Programs will be reviewed each quarter by SWAPTE to assure enrollments are going as scheduled. If enrollment expectations are not met the program will be reviewed for continuation.
- Participants are required to receive documented services as often as needed in relation to their ISS, however, must receive at least one every 30 days or they will be exited from the program.
- Monthly case management notes must be documented to tell the status of the participant at least one each month.
 - Incentives earned will also be documented.
- Measurable Skill Gains and Credentials will be documented when earned and these should be towards the goal of the participant.
- Employment will be documented.
 - Performance will be checked quarterly

C.7. Program Design Specifications

All youth programs are required to provide the following core service components:

1. **Objective Assessment:** Each participant **must** be provided with an objective assessment of his/her:
 - a) Basic skills level - the Tests of Adult Basic Education (TABE) test must be used for reading and mathematics grade levels, however other tests that provide a grade level score will be considered
 - b) Occupational skills (prior to work experience)
 - c) Employability
 - d) Interest and aptitudes (including interest and aptitudes for non-traditional jobs)
 - e) Supportive service needs
 - f) Developmental needs

The goal is to accurately evaluate the youth in order to develop an appropriate service strategy to meet his/her individual needs.

2. **Individual Service Strategy (ISS):** The ISS is based on the results of the objective assessment. It is an age-appropriate, individualized service strategy and will identify both short-term and long-term goals for:
 - a) Employment - including career pathways (education and training leading to a career in one of the targeted industries)
 - b) Achievement objectives
 - c) Support service needs and developmental needs

The ISS will connect the services to be provided with the outcomes to be achieved. The ISS must be regularly reviewed and updated to reflect the youth's progress.

3. **Services:** Programs must provide and coordinate services that will:
 - a) Prepare youth for postsecondary opportunities
 - b) Provide linkages between academic and occupational learning
 - c) Prepare youth for unsubsidized employment opportunities
 - d) Develop connections with area businesses and industries for securing employment opportunities for participants. This may include internships, paid or unpaid work experience, or pre-apprenticeship training.

C.7.a. Additional Requirements

1. **Leveraged Funding and Service Coordination:** Proposers are encouraged to leverage community resources to create a seamless network of services that are easy accessible and relevant to youth. 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 Understanding with organizations that are donating resources (both monetary and non-monetary) in support of the WIOA youth program should be submitted with the proposal.
2. **Information and Referrals:** Eligible youth must receive information on all services available through the proposer, including programs or activities provided by vendors and the Career Center System. Eligible youth who do not enroll in WIOA programs must be provided with information regarding the full array of applicable and appropriate services available through other local programs, including the Career Center, that can serve them with appropriate training and educational services.

C.7.b. Required WIOA Youth Elements

Qualified proposers **must demonstrate** the ability to provide long-term, comprehensive services to youth through a collaborative approach with multiple partners that provide access to all WIOA program elements required for youth. Proposers are expected to link with existing programs and resources in the community. Proposers can provide these services directly or through a referral.

The youth elements **will be provided to any youth** whose assessment shows a need for these services (WIOA (Section 129(c) (2)):

Improving Educational Attainment

1. Tutoring, study skills training, instruction, and evidence-based dropout prevention and recovery strategies that lead to completion of the requirements for a secondary school diploma or its recognized equivalent (including certificate of attendance or similar document for individuals with disabilities) or a recognized postsecondary credential.
2. Alternative secondary school services or dropout recovery services.
3. Activities that help youth prepare for and transition to postsecondary education and training.

Preparing for and Succeeding in Employment

4. Paid and unpaid work experience that includes academic and occupational education which may include summer and year-round employment opportunities, pre-apprenticeship programs, internships, job shadowing, and on-the-job training opportunities. Work experiences may take place in the private, for-profit sector, the non-profit sector, or the public sector. This promotes the development of good work habits and basic work skills. The length of time a participant will spend in work experience will depend on the needs of the participant.
5. Occupational skills training which includes priority consideration for training programs that lead to recognized postsecondary credentials that are aligned with in-demand occupations or industry sectors in the local area.
6. Education that is offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster.
7. Entrepreneurial skills training
8. Services that provide labor market and employment information about in-demand industry sectors or occupations available in the local area such as career awareness, career counseling, and career exploration.

Supporting Youth Development

9. Leadership development opportunities which may include community services, citizenship training, decision-making, peer-centered activities encouraging responsibility, employability, parenting skills, and other positive social behaviors as appropriate.
10. Supportive services such as transportation, childcare, dependent care, housing or tools, and supplies necessary for work which may include referrals to community services.
11. Adult mentoring will be for the period of participation and a subsequent period, for a total

of not less than 12-months.

12. Comprehensive guidance and counseling may include activities such as drug and alcohol counseling, mental health counseling, or educational and career counseling and referrals as appropriate.
13. Financial literacy education for the ability to create household budgets and savings goals, manage spending, credit, debit, and understand credit scores and financial services.
14. Follow-up services that continue for a period of not less than twelve months after the completion of program participation. Follow-up services are based on the needs of the individual.

C.7.c. Performance Standards

The work to be performed under this RFP shall be done to the satisfaction of the SWAPTE Local Board. The Board and the Office of Workforce will have the responsibility in determining the acceptability of service provider performance. This section depicts mandated performance outcomes for youth programs and the target standards set by the United States Department of Labor. The current performance standards are for the Workforce Innovation and Opportunity Act (WIOA) Program Year 2024 (current year) and may be adjusted once WIOA Performance Measures for youth programs are established for Program Year 2025.

Core Performance Indicators GLWA Target Performance Standards

Adult		PY24
Employment (2nd Quarter after Exit)		85.60%
Employment (4th Quarter after Exit)		85.20%
Median Earnings		\$8,252
Credential Attainment Rate		72.80%
Measurable Skill Gains		68.50%
DLW		PY24
Employment (2nd Quarter after Exit)		77.80%
Employment (4th Quarter after Exit)		82.20%
Median Earnings		\$8,799
Credential Attainment Rate		78.20%
Measurable Skill Gains		75.90%
Youth		PY24
Employment (2nd Quarter after Exit)		73.60%
Employment (4th Quarter after Exit)		73.60%
Median Earnings		\$3,668
Credential Attainment Rate		52.00%
Measurable Skill Gains		52.80%

SWAPTE **will require** documentation of placement into **all employment or enrollment** into postsecondary education/advanced training/occupational skills training. These goals will be monitored and evaluated quarterly. Performance data will be extracted from monthly reports submitted by youth program contractors.

All SWAPTE 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 were received during the specified time frame and followed the proposal submission format will be evaluated by an objective rating team and will be rated according to the Proposal Evaluation Worksheets. Below are the steps that will occur once the proposals have been evaluated:

1. Once proposals have been scored, they will be made available to the SWAPTE Executive Board/Youth Committee for review. The Executive Board/Youth Committee will recommend proposals worthy of funding to the SWAPTE 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 youth proposals will come from the SWAPTE Local Board.
3. The Board will determine which proposals are most advantageous to the SWAPTE Local Area, taking into consideration technical quality, price, the mix of programs and services to be provided, service area, and other relevant factors. Since WIOA youth funds are limited, it may not be possible to fund all meritorious proposals.

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 SWAPTE.

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. SWAPTE may stipulate that grants not be awarded unless the Proposers accede to certain technical or cost/price changes. Accordingly, SWAPTE reserves 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 SWAPTE 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. SWAPTE is not obligated to accept any offer, fund any proposal, award any contract, or pay costs incurred for proposal preparation or presentation. SWAPTE 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

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

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. SWAPTE 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:

Sydney G. Raine, President
Southwest Alabama Partnership for Training and Employment
515 Springhill Plaza Court
Mobile, AL 36608

PROPOSAL EVALUATION CRITERIA

Proposal Criterion	Score
<p>Organizational Capability: Past performance with training/workforce development Organizational experience with similar type programs Fiscal and administrative capacity</p>	Maximum - 10 points
<p>Program Design: Participant recruitment Intake and assessment Case management Project components Staffing Methodologies/curriculum Service Elements included in program design Types of activities Targeted Industry Sectors for occupational skills training Location and accessibility of services Cost-effectiveness: number of youth to be served, cost per participant, shared resources leveraged from outside sources</p>	Maximum - 25 points
<p>Partnership / Linkages: Linkages with community or human service groups, post-secondary institutions or other entities as appropriate Linkages to employers for work experience, job shadowing, pre-apprenticeship training Linkages to Career Center System Linkages to schools Shared resources or services Memorandum of Understanding</p>	Maximum - 10 points
<p>Outcomes: Expected outcomes appropriate for age group and target population Industry recognized credential WIOA performance outcomes</p>	Maximum - 25 points
<p>Costs: Are the costs justified and reasonable for activities and services proposed?</p>	Maximum - 30 points

Bonus points will be awarded to Out-of-School Youth proposals that incorporate USDOL recognized Pre-Apprentice or Registered Apprenticeship programs.

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 **Youth Proposal Package Cover Sheet** should be **page 1** of your complete proposal response.

The completed and signed **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 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 **Youth 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 20 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 **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 in blue ink** on the cover by an appropriate official of the agency.

**Southwest Alabama Partnership for Training and Employment
Youth RFP Response Package Cover Sheet**

I. OFFEROR'S IDENTIFICATION

Federal I.D. No

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

II. PROJECT SUMMARY

Title and brief descriptive summary of the proposed activity

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

✓Indicate below which of the WIOA Youth Program Elements you are proposing to provide using the WIOA funds you are requesting. (See pages 9-10)

- 1 2 3 4 5 6 7 8 9 10 11 12 13 14

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 Youth 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: _____

**SOUTHWEST ALABAMA PARTNERSHIP FOR TRAINING AND EMPLOYMENT
Request for Proposal**

Contractor Qualifications

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

I hereby declare that the information provided in the RFP response is accurate, valid, and 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.)
- Company's complete E-Verify enrollment documentation

○ Copy must be submitted prior to a Grant Award:

- Copy of Table of Contents of Personnel Policies
- Copy of written Conflict of Interest Policy of staff and board, including nepotism
- Copy of written Grievance Procedure for Youth
- 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

<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 (Specify)

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

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

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"/>	Yes	<input type="checkbox"/>	No

Can your financial system report expenditures of WIOA funds on an accrual basis?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No

Within the past year, what percentage (%) of your agency’s total revenues have been derived from grants and/or contracts made possible through the Workforce Innovation & Opportunity Act (WIOA) funds?	<input type="checkbox"/>		%

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

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.
- Discuss experience with other youth programs.
- 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. Program components must include:

- **Outreach and Recruitment Plan-** What population of youth will your program serve? Describe outreach and recruitment methods including referral sources such as local schools, community outreach plans, and mass media campaigns.
- **Selection and Orientation–** Describe how individuals will be screened and selected for enrollment. This should include:
 - Special criteria or entry requirements to enroll in the program such as a minimum basic skills level for reading and math (if applicable) or other program requirements.

- Procedures to ensure that individuals enrolled in the program will enhance the attainment of WIOA performance standards.
 - Understanding that all youth enrolled will affect overall performance regardless of the length of time enrolled or services received.
 - Understanding that all youth must have a minimum of twelve months of follow-up services after exit from WIOA services.
 - Details on information and referrals individuals will receive whether the youth is eligible or ineligible for the program. As part of orientation, youth must receive information on all services available through the proposer, including programs or activities provided by vendors and the GLWA's Career Center System. This includes information about all program policies governing such areas as attendance, behavior, and substance abuse.
- **Participant Certification and Orientation** - Describe how the program will facilitate eligibility determination and registration:
- Registration includes completion of the WIOA youth application, registration in the integrated services database system for statewide workforce development and the Career Center system, verification of the information provided for the application, and determination that the applicant meets the WIOA eligibility criteria.
 - Local Career Center staff is responsible for the WIOA eligibility determination. It is the proposer's responsibility to ensure that all documentation needed to complete the eligibility process is provided to the local Career Center staff. Parent or guardian signatures are required on eligibility paperwork for youth under 19 years of age.
 - Include the proposer's understanding that WIOA funds can only be used to serve WIOA certified youth.
- **Assessment** - Describe the types of assessments to be used for the assessment of basic educational skill levels, employability and work maturity skills, aptitudes and interests, developmental needs, supportive service needs, prior work experience, and career planning. The Tests of Adult Basic Education (TABE) test must be used for reading and mathematics grade levels. Other tests will be considered however they must produce a grade level score.
- Will the program perform assessments or partner with other providers in the community (Adult Basic Education, Schools, etc.) to achieve the assessments? If so, does the partner know they will be performing the assessment? Will there be a charge for these services?
 - Describe how the assessment results will be used to determine the services a youth will need to successfully complete the program.
- **Individual Service Strategy (ISS)** - Describe how case managers and youth will work together to develop the individualized service strategies and goals and how often the plan will be reviewed and updated.
- **Case Management-** Case managers and youth participants must work together in a goal-oriented, participant-centered process that extends from recruitment through follow-up. The case manager motivates participants and coordinates services and information to prepare for academic and occupational learning, or employment/training opportunities, as appropriate. All services/activities must be documented.

- **Program Elements** – Describe the services/activities your program will provide based upon the Program Elements.
 - What/which elements will be provided by your program with WIOA funds?
 - How will your program ensure that youth have access to the WIOA elements that your program will not provide?
 - Discuss linkages and agreements with employers, industry associations, apprenticeship programs, postsecondary institutions, community and service organizations, and the Alabama Career Center System to include a memorandum of understandings or shared resources.

Describe how your program will provide each of the required elements listed below:

1. Tutoring, study skills training, instruction, and evidence-based dropout prevention and recovery strategies that lead to completion of the requirements for a secondary school diploma or its recognized equivalent (including certificate of attendance or similar document for individuals with disabilities) or a recognized postsecondary credential.
2. Alternative secondary school services or dropout recovery services.
3. Activities that help youth prepare for and transition to postsecondary education and training.
4. Paid and unpaid work experience that includes academic and occupational education which may include summer and year-round employment opportunities, pre-apprenticeship programs, internships, job shadowing, and on-the-job training opportunities. Work experiences may take place in the private, for-profit sector, the non-profit sector, or the public sector. This promotes the development of good work habits and basic work skills. The length of time a participant will spend in work experience will depend on the needs of the participant.
5. Occupational skills training which includes priority consideration for training programs that lead to recognized postsecondary credentials that are aligned with in-demand occupations or industry sectors in the local area.
6. Education, offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster.
7. Entrepreneurial skills training providing the basics of starting and operating a small business and develops entrepreneurial skills.
8. Services that provide labor market and employment information about in-demand industry sectors or occupations available in the local area such as career awareness, career counseling, and career exploration.
9. Leadership development opportunities which may include community services, citizenship training, decision-making, peer-centered activities encouraging responsibility, employability, parenting skills, and other positive social behaviors as appropriate.
10. Supportive services such as transportation, childcare, dependent care, housing or tools, and supplies necessary for work may include referrals to community services.
11. Adult mentoring for the period of participation and a subsequent period for a total of not less than 12 months.
12. Comprehensive guidance and counseling may include activities such as drug and alcohol counseling, mental health counseling, or educational and career counseling and referrals as appropriate.
13. Financial literacy education for the ability to create household budgets and savings goals, manage spending, credit, debit, and understand credit scores and financial services.

14. Follow-up services that continue for a period of not less than twelve months after the completion of program participation. Follow-up services are based on the needs of the individual.
15. Work Readiness/Employability Skills training must be provided for all youth. Participants must complete work readiness training prior to entering any type of work experience or occupational skills training program. Training should include at a minimum:
 - Appearance/Dress
 - Attitude and Body Language
 - Attendance and Punctuality
 - Communication and Following Instructions
 - Dependability/ Responsibility
 - Time Management
 - Decision Making and Problem Solving
 - Leadership and Motivation
 - Financial Knowledge and Management

Additional topics may be included in the Work Readiness training. Describe the curriculum used to teach these skills.

IV. **Placement Services:**

All youth upon successful completion of the program should be entering employment, the military, or postsecondary/advanced training that leads to an industry-recognized credential. Describe how your program will ensure that all participants are placed into employment or postsecondary/advanced training programs linked to careers aligned with the skills needs of local industries for entry-level positions.

V. **Performance Outcomes:**

- Describe how program staff will be trained on WIOA performance measures.
- Identify how specific elements of the program design will lead to attainment of all four federal and state WIOA performance measures.
- Identify and quantify the Common Measures outcomes to be achieved during your contract period as a result of the services your program will provide for:
 - Employment Rate Second Quarter after Exit
 - Employment Rate Fourth Quarter after Exit
 - Credential Rate
 - Measurable Skills Gain

Include in your proposal, a calendar/timeline that clearly identifies program milestones and activities assuming a 12-month operating timeline. (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 youth you will have enrolled 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 V in the narrative outline and to **no more than 20 pages**. Please double-space and use 11-point font. Please **do not** submit full-text copies of curricula, handouts, workbooks, promotional materials, etc. SWAPTE can request submission of these items at a later date, if necessary.

VI. **Cost/ Budget Narrative**

What will be the cost to the Southwest Alabama for Partnership for Training and Employment for the program?

Complete the **Proposed Line-Item Budget for Youth Programs** form to provide SWAPTE with information on the costs of your proposed program. Administrative costs should be limited and the majority of the total costs of your budget should reflect actual program costs for the participants.

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

SWAPTE budget forms **must** be used in the proposal and will also be used once a grant agreement is developed.

PROPOSED LINE-ITEM BUDGET FOR YOUTH 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.	\$
TOTAL COST:		\$

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 Backup Detail.

NOTE: Before a Youth grant is executed, a more detailed line-item budget will be required of the Proposer. SWAPTE will electronically provide the required forms necessary to complete the budget.

B.3.	Staff Travel (Itemize on backup)	
	In-State	<u>0.00</u>
	Out-of-State	<u>0.00</u>
	TOTAL TRAVEL	<u>0.00</u>
B.4.	Facilities (Itemize on backup)	<u> </u>
B.5.	Communications (Itemize on backup)	<u> </u>
B.6.	Office Supplies (Itemize by vendor on backup)	<u> </u>
B.7.	Books & Training/Teaching Aids	<u> </u>
B.8.	Equipment (Itemize on backup)	<u>0.00</u>
B.9.	Other (Itemize on backup)	<u> </u>
B.10.	Payment of ITAs	<u> </u>
B.11.	On-the-Job Training	<u> </u>
B.12.	Work Experience Wages	<u> </u>
B.13.	Work Experience FICA	<u> </u>
B.14.	Supportive Services to Participants (Itemize on backup)	<u> </u>
B.15.	Total Direct Costs (B1-B14)	<u>0.00</u>
B.16.	Indirect Costs (Specify approved % rate on invoice backup)	<u> </u>
B.17.	Total Program Costs	<u>0.00</u>

COST
CATEGORY:
Line Item

Communication

EXPENDED

COST
CATEGORY:

Equipment

EXPENDED

COST
CATEGORY:
Line Item

Other

EXPENDED

COST
CATEGORY:
Line Item

EXPENDED

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

PGS #1

Staff Compensation

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

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

Example:

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

PGS #2

Staff Fringe Benefits

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

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

Example:

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

PGS #3

Travel and Transportation

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

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 contractor.

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. This should also reflect the incentive policy that is put in place.

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. SWAPTE 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.

**Section A – GENERAL PROVISIONS
ASSURANCES AND CERTIFICATIONS**

The **CONTRACTOR** assures and certifies to the **SOUTHWEST ALABAMA PARTNERSHIP FOR TRAINING AND EMPLOYMENT** that:

#1 Compliance with Applicable Law and Regulation

It will comply with the requirements of the Workforce Innovation and Opportunity Act of 2015 and with all applicable federal regulations as these may pertain to this agreement. The Contractor further acknowledges that it will comply with all other applicable laws, orders, and codes of the Federal, State, and local governments as any of these may pertain to this agreement.

#2 Amendments to Applicable Law and Regulation

It will comply with any amendment to law, regulation or policy promulgated subsequent to the execution of this agreement. Any source document, law, regulation, rule 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 of this agreement.

It further acknowledges the right of Southwest Alabama Partnership for Training and Employment to issue a change to this agreement to assure that it complies with any such amendments. If the Contractor is unable to comply with any such change issued by Southwest Alabama Partnership for Training (SWAPTE) and Employment it shall notify SWAPTE of its inability to so comply within ten (10) days of its receipt of the change.

#3 Entirety of Agreement

The Contract Signature Sheet, General Provisions, Special Provisions, Performance Standards, Budget, and the Narrative Statement-of-Work sections 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 Contractor, with respect to all representations, statements, writings and proposals, which form the basis for negotiations or considerations resulting in this agreement, shall remain valid and binding.

#4 Legal Authority to Enter this Agreement

It possesses the legal authority to enter this agreement; that the Contractor's governing body has, via a resolution, motion or similar official action, duly authorized its Signatory Official to bind the Contractor to the terms of this agreement and any subsequent changes thereto.

#5 Definitions

All terms used in this agreement shall have the meanings assigned thereto in the rules and regulations and such other Federal and State regulations, directives, policies and procedures as may be promulgated there from time to time, or if not so defined, such terms shall have their ordinary meanings.

#6 Independent Contractor

Its entry to this agreement and performance of the work authorized hereunder does not change the independent status of the Contractor. No provision herein, or act of SWAPTE pursuant to this agreement, shall be construed as making the Contractor the agent, servant, or employee of SWAPTE. Employees of the Contractor are not employees of the Southwest Alabama Partnership for Training and Employment and are subject to the Contractor's supervision and control. The Contractor is solely responsible for its employee payroll and any claims arising therefrom.

#7 **Contingency**

It acknowledges and understands that all funding for its work and services under this agreement is contingent upon the continued availability of federal dollars to SWAPTE, and the continued federal authorization of activities. It understands, therefore, that this agreement is subject to change or termination due to lack of funds or a change in WIOA authorization.

8 **Modifications to this Agreement**

It acknowledges that Southwest Alabama Partnership for Training and Employment or the Contractor may, from time to time, request modifications to various provisions of this agreement. Such modifications, which are mutually agreed upon by SWAPTE and the Contractor, must be incorporated as written modifications to this agreement and approved by all signatory authorities prior to implementation.

SWAPTE may make unilateral modifications to this agreement at any time so long as such modifications do not terminate this agreement. The Contractor shall comply with any unilateral modifications or otherwise notify the Southwest Alabama Partnership for Training and Employment in writing if it is unable to comply.

For any modification, any necessary alterations, additions, or deletions to the written documents comprising the pages of this agreement shall be undertaken only by Southwest Alabama Partnership for Training and Employment.

#9 **Audits and Other Reviews**

It will comply with audit requirements for programs as promulgated by the United States Department of Labor and the Governor of Alabama, as expressed through the Alabama Department of Economic and Community Affairs (ADECA) *Audit Policy*. Pursuant to Act 94-414 of the Alabama Legislature.

A copy of any **audit report** issued on the Contractor as a result of this agreement shall be forwarded by the Contractor to:

Department of Examiners of Public Accounts
P. O. Box 302251
Montgomery, AL 36130-2251
ATTN: Audit Report Repository

10 **Rights of Access**

It will give the Southwest Alabama Partnership for Training and Employment, The Governor of Alabama, the Comptroller General of the United States, the United States Department of Labor (including its Office of the Inspector General), or any of their authorized representatives, the right of access to its records, personnel and premises for the purposes of examinations, inspections, audits, monitoring, investigations, evaluations or other reviews in connection with activities pursuant to this agreement.

Access to records shall include the right to make excerpts, transcripts and photocopies, as appropriate, of any books, documents, papers, computer records or other records pertaining to this agreement. Access to personnel shall include making available **Contractor** personnel and/or participants for interviews and discussions related to this agreement. Access to premises shall include authority to inspect facilities or observe activities or to obtain access to records or personnel located at the **Contractor's** home office, branch office(s), training/services site(s) or other location where the purposes of this agreement are being advanced.

11 **Termination for Convenience**

It acknowledges the right of the Southwest Alabama Partnership for Training and Employment to terminate this agreement, in whole or in part, for the convenience of SWAPTE. Southwest Alabama Partnership for Training and Employment shall provide no less than thirty (30) calendar days advance written notice to the Contractor of the effective date of such a convenient termination. In the event of such a termination SWAPTE shall be liable for payment only for work or services performed by the Contractor to the satisfaction of SWAPTE prior to the effective date of termination, provided, however, that such services were performed in accordance with the provisions and authorizations of this agreement.

The parties to this agreement may agree to a mutual termination, whole or in part, when both agree that the continuation of this agreement would not produce beneficial results commensurate with the goals and objectives of this agreement. Such termination shall be effective when agreed to in writing by both parties.

12 **Termination for Cause/Default**

Should the Contractor default in the performance of any of its obligations under this agreement, as determined by Southwest Alabama Partnership for Training and Employment, SWAPTE may at its option take any or all of the following actions:

- a) Establish a corrective action plan to be agreed to by the Contractor and comply with within the time frame(s) established within said corrective action plan.
- b) Withhold payment for invoices properly submitted to SWAPTE until such time that a determination is made by SWAPTE on the acceptability of the Contractor's corrective action plan relative to the cause/default.
- c) Seek specific performance of this agreement under any other remedy that may be available at law, in equity, or under this agreement.
- d) Terminate this agreement immediately upon receipt of written notice by the Contractor for fraud, misrepresentation, criminal acts, misappropriation of funds, compliance with law, substantial breach of contract, violation of conflict-of-interest/program integrity codes, or failure to respond to a corrective action plan.
- e) Terminate this agreement when it has determined that the Contractor has, through any cause, failed to fulfill its obligations under this agreement; failed to comply with the provisions of this agreement; or failed to comply with any law or regulations applicable to this agreement.
- f) Disqualify the Contractor from the award of contracts under future procurement actions of SWAPTE for such period and under such conditions for requalification as may be determined by SWAPTE.

Southwest Alabama Partnership for Training and Employment shall provide written notice to the Contractor of any termination under this provision, specifying an effective date of termination. In the event of termination SWAPTE shall be liable for payment only for work or services performed by the Contractor to the satisfaction of SWAPTE prior to the effective date of termination, provided, however, that such work or services were performed in accordance with the provisions and authorizations of this agreement.

Notwithstanding the above, the Contractor shall not be relieved of liability for damages sustained by Southwest Alabama Partnership for Training and Employment, including costs and expenses of suit and reasonable attorney's fees, by virtue of the Contractor's breach of this agreement. SWAPTE may withhold payment for the purpose of offset until a determination is made of the amount of damages due SWAPTE.

13 **Conflict of Interest**

It will comply with regulations regarding any real or apparent Conflict of Interest in its performance under this agreement. Pursuant to regulations and other applicable administrative requirements, it further assures that it will maintain a written code of standards of conduct governing the performance of all persons engaged in the administration of this agreement.

14 **Establishment and Retention of Records**

It shall establish and maintain records of its activities pursuant to this agreement, including records regarding financial accounting, personnel, property and participant/applicant data. Such records should be sufficient to permit preparation of required reports and to trace funds to a level of expenditure adequate to establish that funds have not been misused or mis expended in violation of applicable requirements.

It will retain all its financial, personnel and participant/applicant records--except for records of non-consumable

personal property--for a period of nine (9) years from the date of SWAPTE's final annual report to USDOL showing full expenditure of the program year funding allotment applicable to this agreement. It will retain any records regarding non-consumable personal property for a period of three (3) years from the date of the final disposition of said property. If any litigation, audit, investigation, claim, or other action is initiated involving its records, it shall retain the records until a final resolution is established, or the nine-year period has elapsed, whichever is *later*.

15 **Sectarian and Political Activities**

No programs conducted pursuant to this agreement shall involve religious activities and 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 of religious worship. No programs conducted pursuant to this agreement shall involve political activities and the Contractor's employees shall observe the provisions of the Hatch Act regarding partisan political activities.

16 **Reports**

It will submit all programmatic and financial reports as required by SWAPTE. It will abide by the reporting formats and schedules SWAPTE establishes. It further acknowledges the right of SWAPTE to modify reporting requirements from time to time during the life of this agreement.

17 **Acceptability**

It is understood by both parties that the Southwest Alabama Partnership for Training and Employment or its designee shall: 1) be the determiner of whether the performance of the Contractor is satisfactory; 2) shall interpret all reports and decide the acceptability and/or progress of the work performed; 3) decide upon the amount, classification and quality of kinds of work to be performed and the amounts to be paid under this agreement; 4) be the sole judge of the validity of claims, if any, made by the Contractor for payment, and that SWAPTE decisions will be final, conclusive and binding on the parties concerned.

18 **Program Integrity**

Its performance under this agreement should be free from incidents of fraud, abuse or other criminal activity. Persons with knowledge or suspicion of such activities shall not be impeded or obstructed by the Contractor in reporting such activities pursuant to procedures established by the Secretary of Labor, the Governor or Southwest Alabama Partnership for Training and Employment.

19 **Indemnification**

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless SWAPTE, Inc. the Counties of Baldwin, Choctaw, Clarke, Conecuh, Escambia, Mobile, Monroe, Washington and Wilcox, and their 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 in part to any negligent or willful act or omission of any officer, employee, agent or representative of the Contractor.

20 **Disputes**

It will attempt to resolve any disputes arising from this agreement by administrative processes or by negotiations in lieu of litigation and further assures it will continue with diligent performance under this agreement during all disputes.

In connection with any dispute, the Contractor shall be afforded an opportunity to be heard and to present evidence in support of its position. Any dispute over a question of fact not resolved through informal means as cited in the preceding paragraph shall be decided by Southwest Alabama Partnership for Training and Employment. SWAPTE

will render a written decision and furnish a copy to the Contractor, who shall then continue performance under this agreement in accordance with the decision of the Southwest Alabama Partnership for Training and Employment. Nothing within this provision shall imply that the Contractor is prevented from pursuing an appeal of any SWAPTE decision in accordance with applicable policies and procedures.

21 **Grievance Procedures**

It will comply with the Grievance and Complaint procedures promulgated by the Southwest Alabama Partnership for Training and Employment pursuant to the requirements of Section B of this agreement.

22 **Cost of Contract**

The Contractor shall only use funds provided under this agreement for expenditures as authorized and detailed in the Budget Section of this agreement. Expenditures by the Contractor in excess of the amounts authorized in the Budget and/or Terms of Payment in this agreement will not be reimbursed by Southwest Alabama Partnership for Training and Employment. Unless otherwise specifically provided for elsewhere in this agreement, no funds provided under this agreement shall be used to pay for any costs or other obligations incurred by the Contractor outside of the beginning and ending dates of this agreement.

23 **Cost Documentation**

It shall submit expenditure reports and requests for reimbursement in accordance with the schedules and formats as specified by Southwest Alabama Partnership for Training and Employment. It shall submit copies of such expenditure documentation as SWAPTE may require, retaining the original documents in its records.

24 **Repayment of Disallowed Payments**

It shall repay any payments it may receive under this agreement when any such payments are determined by audit, or any other review, to be disallowed by reason of being unlawful, unauthorized, improper or otherwise not allowable due to mis expenditure or misapplication of funds. The Contractor shall repay any such disallowed payments in accordance with policies and procedures established by the Governor or Southwest Alabama Partnership for Training and Employment. It further acknowledges that SWAPTE has the right to withhold pending payments to the Contractor in order to recoup prior disallowed payments.

25 **Reduction for Defective Cost of Pricing Data**

If any price, including profit or fee, negotiated in connection with this agreement, or any cost reimbursable under this agreement was increased by any significant amount because a) the Contractor or a subcontractor furnished cost or pricing data that were not complete, accurate and current as certified in its Certification of Current Cost or Pricing Data, b) an actual or prospective subcontractor furnished the Contractor cost or pricing data that were not complete, accurate and current as certified in its Certification of Current Cost or Pricing Data, or c) any of the parties furnished data of any description that were not accurate, the price or cost shall be reduced accordingly and this agreement shall be modified to reflect the reduction.

If Southwest Alabama Partnership for Training and Employment determines that a price or cost reduction should be made, the Contractor agrees not to raise the following matters as a defense:

- a) The Contractor or subcontractor was a sole source supplier or otherwise was in a superior bargaining position and thus the cost/price would not have been modified even if complete, accurate and current cost or pricing data had been submitted.
- b) Southwest Alabama Partnership for Training and Employment should have known that the cost or pricing data at issue were defective even though the Contractor or subcontractor took no affirmative action to bring the character of the data to the attention of SWAPTE.
- c) This agreement was based upon an understanding about its total cost and there was no understanding about the

cost of each item procured under this agreement.

d) The Contractor or subcontractor did not submit a Certification of Current Cost or Pricing Data.

26 **Deobligation of Funds**

It acknowledges the rights of the Southwest Alabama Partnership for Training and Employment to, at any time during the life of this agreement, remove from the total funds obligated to this agreement. A proportional share of such funds as SWAPTE determines will remain unexpended upon the expiration of this agreement and such funds may be reallocated to other proper purposes by Southwest Alabama Partnership for Training and Employment. Any and all funds unexpended or otherwise unearned by the Contractor at the expiration or termination of this agreement shall revert to SWAPTE.

27 **Suspension of Payments**

It acknowledges that payments under this agreement may be suspended or otherwise held in abeyance should there be any questioned cost, disallowed cost, audit exception or other determination of any dollar amounts owed by the Contractor to Southwest Alabama Partnership for Training and Employment or the State or Federal Government that is not resolved in a reasonable and timely fashion.

28 **Procurement and Property**

It shall maintain written procedures for the procurement of supplies, materials, services or equipment pursuant to the authorizations within this agreement. It assures Southwest Alabama Partnership for Training and Employment that such procedures will be consistent with requirements as established by the Department of Labor, the Governor of Alabama and Southwest Alabama Partnership for Training and Employment. It shall comply with SWAPTE specifications, as may be outlined elsewhere within this agreement, regarding any procurement of non-consumable personal property having an acquisition cost of \$500 or more per unit, and a useful life of one year or more. It shall comply with all requirements regarding all property purchased with funds with respect to property control, management, inventory, maintenance, safeguarding and disposition.

The Contractor acknowledges that title/ownership of all property purchased under this agreement with funds rests with Southwest Alabama Partnership for Training and Employment. The Contractor has custody of such property only during the life of this agreement in order to carry out the activities this agreement authorizes. Upon termination of this agreement, the Contractor shall surrender to SWAPTE all property purchased under this agreement, including unconsumed supplies and materials, in accordance with SWAPTE instructions. Southwest Alabama Partnership for Training and Employment reserves the right to take custody of any property prior to the termination of this agreement if the property is no longer needed to fulfill the purposes of this agreement, or if the Contractor has used the property for unauthorized purposes.

29 **Subcontracting and Assignments**

None of the work or services the Contractor is obliged to perform under this agreement shall be subcontracted to any person or entity without prior written approval from Southwest Alabama Partnership for Training and Employment. In the event of approval, the Contractor shall assure by written contract that the subcontractor is bound by the applicable terms of this agreement and assumes toward the Contractor the same obligations and responsibilities the Contractor assumes toward Southwest Alabama Partnership for Training and Employment via this agreement. No subcontract shall impair the rights of SWAPTE with respect to the work or services to be performed by the Contractor under this agreement. A copy of any subcontract shall be provided to SWAPTE.

In any approved subcontracting, the Contractor shall not subcontract beyond the life of this agreement; nor shall it make any substitution of subcontracting persons or entities without additional prior approval from Southwest Alabama Partnership for Training and Employment.

The Contractor shall not assign any rights or interests in this agreement to any other party without prior approval from SWAPTE.

30 **Environmental and Energy Efficiency Standards**

If this agreement budget is \$100,000 or more, then the Contractor shall comply with all applicable standards, orders or regulations issued pursuant to Section 306 of the Clean Air Act, Section 506 of the Clean Water Act and other applicable regulations of the Environmental Protection Agency (EPA). The Contractor shall comply with the mandatory standards and policies relating to energy efficiency as contained in the Energy Policy and Conservation Act, Public Law 94-163.

31 **Labor Standards**

In appropriate circumstances, it shall comply with all applicable standards, orders of regulations issued pursuant to the Fair Labor Standards Act, the Contract Work Hours and Safety Standards Act, the Davis-Bacon Act, the Copeland Anti-Kickback Act, the Immigration Reform and Naturalization Act and the Drug Free Workplace Act. It acknowledges that SWAPTE may include elsewhere within this agreement specific provisions with respect to the aforementioned standards, orders or regulations.

32 **Conditions of Employment and Training**

Conditions of employment and/or training pursuant to this agreement shall be appropriate and reasonable in the light of such factors as the type of work or training, the geographical region and the proficiency of the participants.

33 **Safety and Health of Participants**

It will comply with standards established by the Occupational Safety and Health Act of 1970 (OSHA), as amended, to the extent that OSHA standards applicable to the working conditions of employees shall be equally applicable to the working conditions of participants. Where participants may be engaged in activities not covered under OSHA, the Contractor assures no participant shall be required or permitted to work, be trained, or receive services in buildings, or surroundings, or under conditions which are unsanitary, hazardous or dangerous to a participant's health or safety.

34 **Selection of Participants**

It has a final responsibility for the selection of participants to be enrolled in the program funded by this agreement from among individuals certified by the Southwest Alabama Partnership for Training and Employment, or its designee, to be eligible in accord with eligibility criteria. The Contractor acknowledges that intentional noncompliance with this provision on its part will result in disallowed costs to this agreement which shall be borne by the Contractor.

35 **Patents, Copyrights and Rights to Data**

It acknowledges and 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 Department of Labor and the patent and copyright laws of the United States.

Subject to the above cited requirements, the Contractor further acknowledges that any and all products or materials generated pursuant to this agreement (whether in the form of reports, analyses, interviews, raw data, records, research findings, camera products, working papers or other items) are the property of SWAPTE and shall not be used by any other entity for any other purpose(s) unless authorized in writing by SWAPTE. Upon demand by the Southwest Alabama Partnership for Training and Employment, the Contractor shall convey title and possession of all aforementioned items to SWAPTE.

Unless otherwise provided for herein, if any copyrightable material is developed pursuant to this agreement, the author or Contractor is free to copyright the material. However, it should be understood that SWAPTE and/or the Department of Workforce shall have a royalty-free, nonexclusive and irrevocable right to reproduce, publish and/or otherwise use, and authorize others to use, the material for Government purposes.

36 **Debarment and Suspension**

It certifies, by signing this agreement, that neither it nor its principals are presently debarred, suspended, declared ineligible, voluntarily excluded or otherwise excluded from participation in this transaction by an act of any Federal Department or Agency. It further assures that it will comply with the applicable provisions of the Debarment and Suspension regulations issued pursuant to the President's Executive Order # 12549, as amended, in connection with any subcontract(s) that may be authorized under this agreement.

37 **Lobbying Activities**

It will comply with applicable requirements concerning lobbying activities, in that federal WIOA funds shall not be used to lobby a Federal Department or Agency or Congress. Further, if the Contractor uses funds other than federal WIOA funds to pursue any lobbying activities in connection with this agreement it shall disclose such activities to the Southwest Alabama Partnership for Training and Employment in accordance with the applicable WIOA disclosure requirements.

38 **Nondiscrimination and Equal Opportunity**

It will fully comply with the nondiscrimination and equal opportunity provisions applicable to this -funded agreement; including but not limited to: Title VI of the Civil Rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; Title IX of the Education Amendments of 1972, as amended; the Americans With Disabilities Act of 1990, as amended; Equal Employment Opportunity requirements pursuant to the President's Executive Order 11246, as amended; and all other regulations implementing the laws cited within this paragraph. The Contractor acknowledges that the United States has the right to seek judicial enforcement of this assurance.

39 **Funds Not to Supplant Other Funds**

The funds authorized under this agreement shall be used only to pay for activities and services that are in addition to those which would otherwise be available in the area in the absence of funding.

40 **Beneficiaries of Expenditures Under This Agreement**

Funds provided under this agreement shall only be expended by the Contractor in order to provide benefits to participants being trained and/or otherwise receiving services only during the specified life of this agreement. No funds authorized herein shall be expended to purchase goods or services intended for consumption or delivery after the termination/completion date of this agreement.

41 **Acknowledgment of Funding Source**

With respect to any public statements or other publicity which may occur, it shall acknowledge that its activities pursuant to this agreement are made possible by federal funding. The Contractor further agrees that the manner and form of such acknowledgment(s) may be specified by the Department of Workforce, the Governor of Alabama or SWAPTE, and it shall abide by any such specifications.

42 **Insurance**

It will follow its normal insurance procedures, except as otherwise indicated by administrative requirements promulgated pursuant to law and regulation. It acknowledges that, unless otherwise provided elsewhere within this agreement, it will assure that participants are covered by Worker's Compensation or other equivalent medical and accident insurance.

43 **Conduct of Business**

The Contractor shall obtain and maintain in force and effect during the term of this agreement any and all licenses, accreditations and approvals required by any duly authorized regulatory authority for the conduct of the services to

be provided under this agreement.

44 **Venue**

Both the Contractor and SWAPTE agree that any legal action brought as a result of alleged breach of contract shall be brought in Mobile County in the State of Alabama.

45 **Warranty**

The Contractor warrants to SWAPTE that all representations, statements, writing and proposals which form the basis for negotiations and considerations resulting in this agreement are true and correct to the Contractor's best knowledge and belief.

46 **Representation**

By executing this agreement, the Contractor represents that it has read and understood the provisions contained herein.

47 **Successors**

The Contractor and the Southwest Alabama Partnership for Training and Employment each binds itself, its successors and legal representatives to the other party hereto with respect to all covenants, provisions, agreements and obligations contained within this agreement.

#48 **Nepotism**

No individual may be placed in a WIOA employment activity if a member of that person's immediate family is directly supervised by or directly supervises that individual.

To the extent that an applicable State or local legal requirement regarding nepotism is more restrictive than this provision, such State or local requirement must be followed.

It is the policy of SWAPTE that any person involved in the provision of WIOA services who is also an immediate family member of a WIOA participant, they shall not be the immediate supervisor for, or in the chain of command of, or participate in the hiring evaluation, reassignment, promotion, or discipline of the WIOA participant within employment activity/program. Nor shall the WIOA participant provide any of the above-mentioned actions for an immediate family member while in a WIOA employment activity/program.

Immediate family is hereby defined to include parents, sibling(s) (sister or brother), grandparents, spouse (wife or husband), mother-in-law, father-in-law, children, daughter-in-law, son-in-law, and grandchildren.

**SOUTHWEST ALABAMA PARTNERSHIP FOR TRAINING AND
EMPLOYMENT
YOUTH POLICY
WAGES / STIPENDS / INCENTIVES**

DATE:

July, 2023

PURPOSE:

The purpose of this policy is to provide guidance and establish the Southwest Alabama Partnership for Training and Employment (SWAPTE) standards of performance in the issuance of wages, stipend and/or incentive payments to Workforce Innovation and Opportunity Act (WIOA) Title I Youth Program eligible and enrolled participants. This policy is established in accordance with applicable WIOA and Southwest Alabama Partnership for Training and Employment (SWAPTE) policy rules, regulation, and laws.

BACKGROUND:

The Workforce Innovation and Opportunity Act (WIOA) youth program allows for several types of payments for participants engaged in activities such as work experience, occupational skills training, classroom activities and more.

SUBSTANCE:

Wages, incentives, and stipends are allowable to youth enrolled into the WIOA Title I Youth program, pending current policies. They are intended to be used to encourage and motivate WIOA youth to reach specific goals and obtain positive outcomes. Incentive and stipend awards are not an entitlement. All payments will be subject to the availability of WIOA Youth funds and policies.

Southwest Alabama Partnership for Training and Employment (SWAPTE) contracts payroll services with a third-party, which is Sirius Workforce, LLC. This contract is for programs that SWAPTE operates directly it does not include the contracts that SWAPTE issues providers. This vendor will provide payment of wages, and stipends, if any, to WIOA eligible youth participants. This vendor will also provide Workers Compensation coverage for eligible Work Based Learning participants.

SWAPTE also partners with Youth Training Programs that could possibly offer wages, stipends, and incentives to WIOA eligible youth, pending current policies. Each provider will manage these funds independently but must maintain all appropriate documents when providing payments. In addition, Workers Compensation coverage must be provided to any participant that is engaged in Work Based Learning.

WAGES:

A wage is a form of compensation when an employer-employee relationship exists. Wages must be paid, and labor standards outlined in the Fair Labor Standards Act (FLSA) apply. Provisions for wages under the FLSA apply to all youth participants employed under WIOA. Additionally, eligible participants will receive not less than the federal minimum wage per hour.

Eligible youth will complete all required paperwork to work in the United States.

Wages are paid on the number of hours worked during the pay period and on the hourly wage being paid by the program. Participants must complete time and attendance paperwork that reflects the start and end time of the work period. The participant and supervisor must approve time and attendance documents acknowledging that the correct amount of time is reflected.

The budget narrative must also clearly state the rate of pay and the maximum number of hours a participant can work. Worksites for participants should ensure youth have access to quality jobs by creating opportunities for on-ramps to quality career pathways.

Providers will notify Career Center staff when a participant is placed on Work Based Learning to assure all information is recorded in the data system.

STIPENDS: THIS POLICY WILL NOT BE IMPLEMENTED AT THIS TIME

A Stipend is a fixed regular small payment made to a WIOA Youth participant during his/her enrollment to encourage the WIOA youth to participate in certain activities. When an employer-employee relationship does not exist, a stipend may be used as an allowable payment for participation in activities such as occupational skills training or classroom activities, including high school equivalency preparation, work readiness, or employability skills training identified on the participant's Individual Service Strategy (ISS).

Stipends are awards for participation, and not for a set duration of time. An outline in the program narrative should clearly explain when participants will receive a stipend and the amount that will be received. In addition, it should state the maximum amount that each participant is able to receive.

Providers are required to ensure all payments are made in a way to be fair to all participants within each category. Each type and benchmark should be considered a singular service/activity with singular payment and not in combination or conjunction with another type or benchmark at a time of service.

The budget narrative must also clearly state the total amount of stipends that are expected to be issued against the budget. Providers are required to keep track of all payments to assure that there is not an over expenditure of funds. Providers will notify Career Center staff when the stipend is earned so it can be recorded in the data system.

When stipends are issued each participant will sign a document stating why the stipend was received; date received; and amount of stipend. In addition, a staff member will sign this document stating in fact the stipend was earned and received.

This documentation will be shared with Career Center staff to assure that all stipends are recorded in the data system. All documentation must show the date earned and date received, and this date must match what is stated in case notes. This document can be created by provider issuing the stipends.

INCENTIVES:

An incentive is a type of compensation for youth participants permitted for recognition and achievement directly tied to training activities and work experience.

Youth incentive payments are not guaranteed, nor are participants entitled to receive them. Incentive payments are based on budget availability and current policies.

The use of Youth incentives is on a case-by-case basis depending on the documented Individualized Services Strategy (ISS) for each participant. Providers offering incentives will be required to develop an orientation process and will complete a document that establishes that all enrollees in the program have been advised about the incentives that are available in the program. This Incentive Orientation document must be signed by each participant acknowledging that they have been advised of and understand the requirements for receiving an incentive BEFORE the incentivized takes place. This document will be maintained in the file for each participant. This document can be created by provider issuing the incentives.

Providing a youth incentive prompts staff to recognize the participant's achievements and congratulate them on their accomplishments. Incentives assist in the relationship development between staff and participants, providing consistent contact and recognized progress towards long-term goals.

Incentive payments must be in the form of non-cash rewards and not spent on entertainment costs. Incentive payments may not include entertainment, such as a movie or sporting event tickets or gift cards to movie theaters or other venues whose sole purpose is entertainment.

Incentive payments may include gift certificates, merchandise/service cards, cell phone minutes, dry cleaning, etc.

Incentive payments will be assigned a specific dollar value and no participant will be allowed to receive more than \$300.00 during a program year.

The program narrative must outline each milestone eligible for earning an incentive. Should this outline need to be modified, it will only apply to new participants and cannot be retroactive. The orientation document will also need to be updated. (See below)

The budget narrative must also clearly state the total amount of incentives that are expected to be issued against the budget. Providers are encouraged to keep track of all payments to assure that there is not an over expenditure of funds.

When incentives are issued each participant will sign a document stating why the incentive was received; date earned; date received; and amount of incentive. This document needs to explain what element the incentive reflects and how it was earned. When incentives are given for credentials, the date that is on the credential should be same date in case notes and on the documentation that is submitted. In addition, a staff member will sign this document stating in fact the incentive was earned and received. This documentation will be shared with Career Center staff to assure that all incentives are recorded in the data system. This document can be created by provider issuing the incentive.

Any incentive items (cards) purchased but not utilized by the program will be returned to Southwest Alabama Partnership for Training and Employment when the program ends.

Incentives will be limited to the completion of a credential, measurable skills gain, or achievement of one or more of the 14 Youth Elements, in addition, limited to the specific maximum amount that can be earned each time achieved.

Improving Educational Attainment

1. Tutoring, study skills training, instruction, and evidence-based dropout prevention and recovery strategies that lead to **completion** of the requirements for a secondary school diploma or its recognized equivalent (including certificate of attendance or similar document for individuals with disabilities) or a recognized postsecondary credential. - \$20.00

2. Alternative secondary school services or dropout recovery services. - \$20.00

3. Activities that help youth prepare for and transition to postsecondary education and training. - \$20.00

Preparing for and Succeeding in Employment

4. Paid and unpaid work experience that includes academic and occupational education which may include summer and year-round employment opportunities, pre-apprenticeship programs, internships, job shadowing, and on-the-job training opportunities. Work experiences may take place in the private, for-profit sector, the non-profit sector, or the public sector. This promotes the development of good work habits and basic work skills. The length of time a participant will spend in work experience will depend on the needs of the participant. - \$20.00

5. Occupational skills training which includes priority consideration for training programs that lead to recognized postsecondary credentials that are aligned with in-demand occupations or industry sectors in the local area. - \$20.00

6. Education that is offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster. - \$20.00

7. Entrepreneurial skills training. - \$20.00

8. Services that provide labor market and employment information about in-demand industry sectors or occupations available in the local area such as career awareness, career counseling, and career exploration. - \$20.00

Supporting Youth Development

9. Leadership development opportunities which may include community services, citizenship training, decision-making, peer-centered activities encouraging responsibility, employability, parenting skills, and other positive social behaviors as appropriate. - \$20.00

10. Supportive services such as transportation, childcare, dependent care, housing, or tools and supplies necessary for work which may include referrals to community services. – See Supportive Services Policy

11. Adult mentoring will be for the period of participation and a subsequent period, for a total of not less than 12-months. - \$20.00

12. Comprehensive guidance and counseling may include activities such as drug and alcohol counseling, mental health counseling, or educational and career counseling and referrals as appropriate. - \$20.00

13. Financial literacy education for the ability to create household budgets and savings goals, manage spending, credit, debit, and understand credit scores and financial services. - \$20.00

14. Follow-up services that continue for a period of not less than twelve months after the completion of program participation. Follow-up services are based on the needs of the individual. – **No incentives allowed for follow up services.**

Supportive Services:

Incentives for Supportive Services must be addressed on the participant's ISS before issued and is on a case-by-case basis and not an entitlement. There will be no limit on supportive services, however there is a maximum limit of \$300.00 per participant for incentives. Supportive services that will be issued needs to be addressed in the budget and explained in the narrative.

Incentives for Supportive Services can only address the following:
Gas

Transportation
Uniforms
Child Care
Testing Fees
License Fees
Food

*Other supportive services must receive prior approval from SWAPTE before purchasing and/or issuing to a participant.

When addressing Supportive Services with participants reaching out to and referrals to community services should be provided.

A maximum of \$100.00 can be earned towards a credential. A copy of the credential(s) must be submitted to Career Center staff along with documentation indicating when the credential was earned and date the incentive was received.

A maximum of \$25.00 can be earned towards a measurable skills gain (MSG). A copy of the MSG(s) must be submitted to Career Center staff along with documentation indicating when the MSG was earned and date the incentive was received.