



Jefferson County Workforce Investment Board

Request for Proposals Workforce Investment Act (W IA) Internship Program

Proposal Due Date:
October 25, 2013 at 4:00 p.m.

Deliver or mail proposals to:

Mr. Keith Strother

Programs Manager

Re: Internship RFP

Jefferson County Workforce Investment Board

3420 3rd Avenue South

Birmingham, Alabama 35222

RFP Issued:
September 26, 2013

The Jefferson County Workforce Investment Board is an Equal Opportunity Employer and provider of employment and training programs.

Notice of Request for Proposals (RFP)

Due Date: October 25, 2012 4:00 p.m.

Submittal Location: Keith Strother
Programs Manager
Re: Internship RFP
Jefferson County Workforce Investment Board
3420 3rd Avenue South
Birmingham, Alabama 35222

Bidding process: Competitive

Services: WIA job training through internships

Contract Type: Cost reimbursement

Contract Term: January 1, 2014 – June 30, 2014 (with option to renew for an additional year)

Program Contact: Keith Strother
Strotherk@jccal.org
205-307-6701

RFP Contact: Pamela Mapp
mapp@jccal.org
205-307-6701

RFP Issued: September 26, 2013

Background and General Information

The Workforce Investment Act of 1998 (WIA)

Funds for this RFP are made possible by grants from the U. S. Department of Labor under the federal Workforce Investment Act (WIA). The WIA provides funding to workforce development areas to create a comprehensive training and employment system for eligible youth and adults. This system allows individuals to increase their employability skills and assist them in obtaining sustainable, self-sufficient employment. (Workforce Investment Act, Section 129, (a), (b), and (c))

RFP Purpose, Funding Period, and Funds Availability

The purpose of this Request for Proposal (RFP) is to solicit competitive proposals to place WIA participants who have completed training, but have failed to secure employment within 3-6 months of completion and obtaining certification, into an internship position related to that training. Also to assist dislocated workers who want to explore a different career path to gain placement in their area of choice. Internship participants may move into OJT positions when feasible. Contract(s) resulting from this RFP are anticipated to commence January 1, 2014 and end June 30, 2014. Based on future funding availability and contractor's performance, the Jefferson County Workforce Investment Board (JCWIB) will reserve the option to renew the contract, with re-negotiation to be initiated by the JCWIB 90 days before the program period. However, the JCWIB is not bound to exercise a second contract.

Bidders should have an existing verifiable strong network of employers. Each bidder must be familiar with state and federal requirements of the Workforce Investment Act and the Region III WIB's strategic plan. Specific information can be found in the Workforce Investment Act, Section 129(c) and 20 CFR Part 664. Additional informational resources are:

Jefferson County Center for Workforce Development <http://jeffconline.jccal.org/comdev/>
US Department of Labor, Employment and Training <http://www.doleta.gov/>
Federal Laws and Regulations <http://www.doleta.gov/usworkforce/wia/act.cfm>

Conflict of Interest

Contractor(s) shall make all reasonable efforts to ensure no conflict of interest exists between its offices, employees, or subcontractors and Jefferson County. Contractor(s) shall make a reasonable effort to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being motivated by a desire for private gain for themselves or others; such as those with whom they have family, business, or other ties.

Eligible Bidders

Bidding organizations may be public or private, for profit or not-for-profit, local educational institutions, government agencies serving Jefferson County, community-based organizations or faith-based organizations properly organized in accordance with state and federal law and in existence for three (3) years. Agencies should have existing facilities and staff in the area(s) they are proposing to serve. The bidder must ensure that the building and space in which staff and WIA participants are housed meet local fire, health and safety standards and comply with the Americans with Disabilities Act (ADA) standards. In order to have the greatest possible community impact, both the WIA and the JCWIB, encourage partnering and collaboration to

deliver the most effective service. In addition, providers must be capable of linking customers with the local Alabama One-Stop Career Center for life-long job seeking services. Bidders should have a strong network of potential employers.

No organization may compete for funds if (1) the organization has been debarred or suspended or otherwise determined to be ineligible to receive federal funds by an action of any governmental agency; (2) the organization's previous contract with the JCWIB was terminated for cause; (3) the organization has not complied with an official order to repay disallowed costs incurred during its performance of programs or services; or (4) the bidder's name appears on the convicted vendor list.

All prospective bidders interested in submitting proposals for the Internship Program **MUST** attend the bidder's conference to be held:

October 14, 2013
2:00 pm – 4:00 pm
Jefferson County Center for Workforce Development
3420 3rd Avenue South
Conference Room (2nd floor)

*****DOORS WILL BE CLOSED AND NO OTHERS WILL BE ADMITTED AFTER 2:00 PM*****

Questions to be addressed at the Bidder's Conference must be submitted by 4 pm, October 9, 2013, via email, to Pamela Mapp, Program Coordinator, mapp@jccal.org. Proposals from parties who did not attend the Bidder's Conference will not be considered.

Questions addressed at the Bidder's Conference will be posted on the department's website at <http://jeffconline.jccal.org/comdev/> upon completion.

Procurement Timeline

September 27	Release RFP
October 7 – October 11	Posting of questions and answers on website
October 9 by 4pm	Last day to submit questions for the Bidders conference
October 14	Bidders conference
October 25 by 4 pm	Proposals due
November 4-8 (TBD)	Oral Presentations/Evaluate Proposals
November 13	Mail Award/Denial Letters
November 18 by 4 pm	Appeals Due
November 25- 29	Contract Negotiations

Note: Timeline may be adjusted depending on the number of proposals received.

About the Jefferson County Workforce Investment Board

The mission of the JCWIB is to champion a workforce and learning system that allows our region to be a world leader in producing a vibrant economy, with lifelong employment and training opportunities for every resident. The JCWIB customer base includes youth, adults, dislocated workers, partners and employers.

The JCWIB is a governmental organization that supports and funds training and employment services and that connects job seekers with employers through funding from the U. S. Department of Labor. Through strategic partnerships with educational institutions, businesses, labor, and community organizations, the JCWIB supports innovative employment-related programs; many of which are nationally recognized. These programs create employment opportunities that lead to independence and self-sufficiency, while nurturing a vibrant, well-trained workforce.

About Jefferson County

Jefferson County (Jefferson County Workforce Investment Area) has an estimated population of 660,009, with 16.2 % of families living in poverty, compared to a state average of 17.6% (2007-2011 US Census; quickfacts.census.gov/qfd/states). The high school graduation rate for individuals older than 24 is 86.7% and possession of a Bachelor's degree or higher is 29%. (US Census; quickfacts.census.gov/qfd/states)

The median household income is \$45,750, with a per capita income of \$26,962. The unemployment rate for Jefferson County is 6.0% (as of July 2013/ADOL). The total number of recorded firms in the county is 55,470; with the largest employers being the University of Alabama at Birmingham, Baptist Medical Centers, Bellsouth, Blue Cross Blue Shield of Alabama and Jefferson County Board of Education. The local economic development board has placed a priority on diversifying and strengthening the County's economy by retaining, expanding, and attracting high-wage industries.

Strong proposals will produce the kind of program results that contribute to the Board's long-term goal of increasing the standard of living for Jefferson County residents and providing a viable workforce.

Scope of Services

Service Delivery and Program Management Requirements

The JCWIB welcomes proposals from organizations acting as a contractor. The contractor will agree to place up to 50 participants in internship positions lasting up to 3 months at an hourly rate of \$12 for a 40 hour week. The contractor must provide unpaid Work Readiness training utilizing industry recognized work readiness assessment materials. The contractor will conduct recorded mock interview sessions, provide technical assistance in the completion of applications and resume writing and provide job placement assistance after completion of internship. The contractor should work from its extensive client list of companies with whom paid job placements have been made in the past, as well as seek out companies pursuing an expansion of its workforce. The internship positions funded from the Adult funding stream must be related to the individuals training or credential. The internship positions funded from the Dislocated Worker (includes displaced homemakers) funding stream can assist laid-off workers entering career exploration in a field other than that previously held by participant. The contractor will develop all internship outreach materials which will be subject to approval by the JCWIB and will be owned by the JCWIB. The contractor will host a minimum of 2 networking events which will allow a match of program participant to employer. Bidders are responsible for workman's compensation, liability insurance, financial management, management information system (MIS)

documentation, performance attainments, tracking, job readiness and other services deemed necessary to secure employment for participants.

Grant Close-Out Requirements

Programs will be required to submit (as a part of their Statement of Work) a timeline which includes 30 days for Program Close-Out which will begin 30 days prior to the conclusion of the contract.

Case Management: Case managers and participants work together in a documented, goal-oriented, customer-centered process that extends from recruitment through follow-up. The case manager will coordinate services and information to prepare the participant for employment/ training opportunities. Case managers will note on the participant ISS the referral to the contractor and the expected outcomes. The contractor will provide an update of participant status every 30 days.

Work Readiness: Training should include soft-skills, such as punctuality, attendance, dress and grooming, problem solving, effective communication skills, etc.

Program Design Features:

1. The contractor shall provide the following program components:
 - Work Readiness Pre and Post Assessment
 - Work Readiness Training
 - Paid Internship Opportunities
 - Unsubsidized Job Placement
2. The contractor will work closely with the local Alabama Career Center by assisting participants in using the Alabama Joblink system and referring them to the appropriate job announcements.

Proposal Guidelines and Submission Instructions

Proposals **must be received** by Jefferson County **no later than 4:00 P.M., October 25, 2013.**

Submittal Requirements

Proposals must be submitted to:
Keith Strother
Program Manager
Re: Internship RFP
Jefferson County Workforce Investment Board
3420 3rd Avenue South
Birmingham, Alabama 35222

Proposals may be hand delivered or submitted by U.S. mail or other mail carrier service, such as Fed Ex, UPS or DHL. Faxed and emailed proposals will **NOT** be accepted. **Late proposals will be disqualified from this RFP process.**

Five (5) unbound copies of the proposal and (1) one original bound copy is required. The original copy must be clearly marked "Master Copy". If the original is not clearly marked "Master Copy", the proposal may be rejected.

The package containing the original and copies must be sealed and marked with the Contractor's name and "Confidential-JCWIB Internship Program PY 2013".

Bidders must use the forms provided or computer-generated forms, and plain 8 ½" x 11" paper, with no less than 1" top, bottom, left, and right margins. If computer-generated forms are used, they must duplicate the County forms and must not allow the bidder more space than that provided on the County forms. Proposals must be typed and double-spaced. Typeface must be no more than twelve (12) characters per inch (12-pitch font). Each page (excluding attachments and exhibits) must be clearly and consecutively numbered at the **bottom** of the page.

Failure to follow these spacing/formatting requirements is one of the many factors that may negatively impact a proposal's comprehensive assessment score.

THE PROPOSAL FORMAT

Response to this RFP must be in the form of a proposal package in which the content must be submitted in the following sequence and format sections A-E may contain no more than 15 pages):

A. Cover Page

Submit a letter, on letterhead stationery, signed by a duly authorized officer, employee, or agent of the organization/firm submitting the proposal, which must include the following information:

- A statement that the proposal is submitted in response to the RFP for the JCWIB Internship Program PY 2013.
- A statement indicating which individuals, by name, title, address, and phone number, are authorized to negotiate with the JCWIB on behalf of the organization/firm.
- A statement certifying that the undersigned, under penalty of perjury, is an agent authorized to submit proposals on behalf of the organization/firm.

B. Table of Contents

C. Plan and Implementation (This section is limited to 8 pages)

1. Proposal should address, but is not limited to, all items under Program Design.
2. Proposals should include the following:
 - Brief synopsis that the contractor understands the WIA Internships. This should provide a broad understanding of the contractor's entire proposal
 - Narrative description of the proposed internship plan to achieve the program objective and requirements
 - Case management
 - Program services (i.e. work readiness training, internship placement experience)
 - Work readiness assessment tool
 - Supportive services (if needed)

D. Statement of Experience

A statement of experience shall be prepared on letterhead of the bidding organization and signed by the authorized agent and must include the following:

- Affirmation that the bidder is a valid legal entity in the State of Alabama, such as a corporation, partnership, etc. and attach copies of the official papers showing formation of a corporation, partnership, or sole proprietorship
- Copies of current business license(s) and permits, as necessary
- Identify the number of years the bidder has been in business under the present business name, as well as prior business names
- Suspension requirements from prior contracts or an applicable statement that the bidder has not been suspended from any prior contracts
- Completed Statement of Qualifications for Bidder List (see Attachments)
- Certification that the organization is not proposed for debarment, is not presently debarred, suspended, or declared ineligible, as required by Executive Order 12549, "Debarment and Suspension," and implemented by 28 CFR, Part 67, for prospective customers in primary cover transactions
- Evidence that the WIA funding requested in its proposal submitted under this RFP will not exceed 50% of the organization's gross revenue
- Completed Disclosure Statement (see Attachments)

E. Administrative and Fiscal Capacity (2 pages)

Briefly describe the administrative and fiscal capacity of the bidder to fulfill WIA required documentation and record keeping, such as:

- Collecting data and preparing WIA required documents
- Security and confidentiality of participant records
- Accounting controls
- Use of payroll vendor services
- Preparing and submitting monthly requests for reimbursements
- Handling of corrective actions/findings, if needed

- Identity of person(s) responsible for the administrative/fiscal activities and their job title

F. Subcontracting/Formalized Agreements (2 pages)

Contractor(s) are encouraged to conduct all activities in-house; if subcontracting, the bidder must submit written justification for subcontracting the proposed services/activities out to another agency/organization. Attach a statement from each potential subcontractor, signed by a duly authorized officer, employee, or agent of the organization/agency that includes the name and address of the organization/agency, type of work to be performed and percentage of the total work to be subcontracted. The statement must also include that the subcontractor will perform all work as indicated and will comply with all WIA regulations, state and federal laws. The bidder shall be responsible for the performance of the subcontractor. If not subcontracting, the bidder should provide a statement to that effect.

Formalized Agreements with other organizations, educational institutions, and potential employers with whom the bidder has established linkages to provide WIA services as part of this proposal and that would not be directly provided by the bidder shall be attached.

G. Financial Statements/Audit Requirements

Provide a copy of the most recent and complete audit and/or financial statements available for your organization. The financial statements shall be for a fiscal period not more than 18 months prior to the submission date for the proposal. If an audit is of a parent firm, the parent firm shall be party to any contract resulting from the proposal.

Exempt from this requirement are individuals who are personally performing the contracted services and governmental agencies.

H. Insurance Requirements

Bidders awarded a contract are required to meet the insurance requirements of Form 9 Section 58. Your proposal should include current certificates of insurance for general liability, auto, and workers' compensation insurance. *At a minimum*, all proposals must include a letter signed by their insurance agent, on their insurance company's letterhead, stating that the insurance requirements can be met and will be included in a policy if a contract is awarded.

THE PROJECT BUDGET

The purpose of the Project Budget is to demonstrate how the proposal will implement the proposed plan with the funds available through this program. The budget is the basis for management, fiscal review, and audit. Project costs must be directly related to the objectives and activities of the project. The budget must cover the entire contract period. In the budget, include only those items that you want covered by WIA funds. Bidders are highly encouraged to supplement WIA funds with funds from other sources.

The bidder shall develop a **line-item** budget that will enable the proposal to meet the intent and requirements of the program, ensure the successful implementation of the project, and are cost-effective. The bidder should prepare a realistic and prudent budget avoiding unnecessary or unusual expenditures that would detract from the accomplishment of the objectives and activities of the project. The following information is provided to assist in the preparation of the budget. Strict adherence to all required and prohibited items is expected.

Where the bidder does not budget for a required item, the bidder assumes responsibility for the cost of that item. Failure of the bidder to include required items in the budget does not affect the responsibility of the bidder to provide those items during the implementation of the project.

All expenses incurred prior to the award of the contract and the agreement being fully executed is the responsibility of the bidder.

1. The Budget Narrative (This section is limited to 2 pages)

The bidder is required to submit a narrative with the project budget. The narrative must be typed and placed in the proposal in front of the budget pages. In the narrative describe:

- a. How the project's proposed budget supports the stated objectives and activities in the project
- b. How funds are allocated to minimize program costs and support direct services to participants
- c. The duties of project-funded staff, including qualifications or education level necessary to the job assignment
- d. How project-funded staff duties and time commitments support the proposed objectives and activities
- e. Proposed staff commitment/percentage of time to other efforts, in addition to this project.
- f. Identify all proposed subcontracts

2. Budget Form

Refer to Forms 4-6. Complete the forms using the electronic version (Excel Document) available by emailing Pamela Mapp at mapp@jccal.org.

Each budget category requires additional line item detail that addresses the method of calculation and justification for the expense. Enter the amount of each line item. All charges must be clearly documented and rounded off to the nearest whole dollar.

3. Organizational Chart

The Organizational Chart should provide a clear and detailed depiction of the structure of the bidder organization, and the specific unit within the organization that will be responsible for the implementation of the project. A current resume of all personnel included on the organizational chart shall be attached. This chart should also depict supporting units within the organization (e.g., the Accounting Unit) and depict the lines of authority within the organization. Job titles on the Organizational Chart should match those in the Budget and Budget Narrative.

4. Formalized Agreements

Formalized Agreements must be dated and contain signatures, titles and agency names for both parties. This document must demonstrate a formal system of networking and coordination with other agencies and the project. Those submitted with the proposal must be effective for the proposed program year. For the purposes of this RFP, the terms "Formalized Agreement" and "Memorandum of Understanding (MOU)" are synonymous.

5. Program Costs

Program expenses are defined as necessary expenditures exclusive of personnel salaries, benefits and participant costs. Such expenses may include specific items directly charged to the project. The expenses must be program-related (e.g., to further the program objectives as defined in the contract award) and be encumbered during the contract period.

6. Participant Costs

The cost of program items that are to be used solely on individual participants and which are tracked by participant enrollment. Possible costs include participant supportive services (transportation and ancillary

items), participant wages, participant supplies, participant incentives and participant tuition and fees incurred to achieve participant goals, objectives and activities.

7. In-Kind/Leveraged Funds

Bidders are required to seek in-kind contributions and/or leveraged funds from non-WIA sources to assist in the operation of this project. **An amount which is at least ten percent (10%) of the amount of funding requested must be supplemented from in-kind services, equipment or space or contributions from funds that are being leveraged from other sources.** *Note: submit a budget based on the total contract.*

8. Prohibited Expense Items

The following is a list of prohibited items:

- a. **Automobiles** – Purchase or lease of automobiles.
- b. **Lobbying** – WIA funds cannot be used for lobbying activities (Attachment XII).
- c. **Fundraising** – WIA funds cannot be used for organized fundraising, including financial campaigns, endowment drives, solicitation of gifts and bequests, or imilar expenses incurred solely to raise capital or obtain contributions.
- d. **Real Property and Improvements** – Real property, including purchase of land, land improvements, structures and their attachments, and structural improvements and alterations.
- e. **Interest** – The cost of interest payments is not an allowable expenditure, unless the cost is a result of a lease/purchase agreement.
- f. **Membership Dues** – The cost of membership dues for projects involved in the licensing or credentialing of professional personnel is not an allowable expenditure, unless it is part of a governmental negotiated benefit package.
- g. **Professional License** – The cost of a professional license.
- h. **Annual Professional Dues or Fees** – The cost of professional dues or fees is not an allowable expenditure, unless it is part of a governmental negotiated benefit package.
- i. **Charges, Fees and Penalties** – Finance charges, late payment fees, penalties and returned check charges are not allowable expenditures.
- j. **Depreciation** – Depreciation charges are not allowable expenditures.
- k. **Marketing** - the process or technique of promoting, selling, and distributing a product or service.
- l. **Advertising** - the action of calling something to the attention of the public especially by paid announcements.

Evaluation Process and Scoring Criteria

All proposals received by the deadline will be read and rated by a team consisting of at least four raters. The average scores from the raters for the qualified proposals will be ranked numerically to develop a ranked list for each program.

Evaluation Criteria – 50 Points

- (1) Initial Review: All proposals will be initially evaluated to determine if they meet the following minimum requirements:
 - The proposals must be complete, in the required format, and in compliance with all the requirements of this RFP

- Prospective contractors must meet the requirements as stated under *Eligible Bidders*

Failure to meet all of these requirements may result in a rejected proposal.

- (2) Evaluation: Proposals meeting the above requirements will be evaluated on the basis of the following criteria:
- Project Plan
 - Proposal Program Implementation
 - Program Outcome

Budget Narrative – 30 points

- (1) All required information, including staff, operational and other needed costs is provided in the required budget format according to instructions.
- (2) Line-item budget is accurate and complete.
- (3) Bidder has demonstrated that it is fiscally solvent.
- (4) **Bidder must evince multiple funding sources demonstrating that it will not be WIA-dependent.**
- (5) The bidder is part of a collaborative partnership with other organizations that are providing innovative staffing approaches and/or in-kind services for the overall project.
- (6) Bidder describes the management oversight of the WIA program operations and the site location of the administrative activities.

Oral Presentation – 20 points

Funding Recommendations

Recommendations for funding will be based on the following:

- The ranked score of the proposal
- Consideration of the funding priorities
- Prior negative administrative and programmatic performance and compliance as a County-funded project, if applicable
- Cost vs. benefit of the proposed program. Proposals that do not budget at least 60% of total funding directly to participants may not be recommended for funding

In accordance with federal and state regulations, projects previously funded by the JCWIB will be reviewed for past performance, including financial management, progress and annual reports, monitoring results, audit reports, results of credit worthiness and any other relevant information. This review may result in one or more of the following actions: a) the project may not be selected for funding; b) the amount of funding may be reduced; or c) contract award conditions may be placed in the contract.

The Board makes the final decisions for funding and contract authorization.

The JCWIB staff will conduct a pre-award site review to determine the administrative capacity of the bidder and to address the ability of the bidder and/or its partners to deliver the proposed services. This review may include a request for appropriate documents (e.g., insurance) and completion of Fiscal and Administrative Capacity Policies & Procedures for Jefferson County and/or the JCWIB review.

Notification Process

All bidders submitting a proposal will receive written notification of the funding recommendations.

Rejection of Proposals

The JCWIB reserves the right to reject any and all proposals received pursuant to this RFP. The JCWIB will not pay for any information herein requested, nor is it liable for any costs incurred by those submitting proposals. The JCWIB reserves the right to select the Contractor(s) who will most meet the needs of the County and the proposed program(s); the selection will not necessarily be based solely on cost.

Appeals

An appeal of a denial of award can only be brought on the following grounds:

- (1) Failure of the JCWIB to follow the selection procedures and adhere to requirements specified in the RFP or any addenda or amendments.
- (2) There has been a violation of conflict of interest as stated in Form 9 Section 32.
- (3) A violation of state or federal law

Appeals will not be accepted for any reasons other than those stated above. Appeals must be sent to:

Jefferson County
Workforce Investment Board
Attention: WIB Chairperson
3420 3rd Avenue South
Birmingham, AL 35035

Accepted appeals will be processed and reviewed by a panel convened by the Chairperson and the Director of the JCWIB.

The JCWIB will consider only those specific issues addressed in the written appeal.

Proposal Checklist and Required Sequence

This checklist is provided to assist the bidder in ensuring that a complete proposal is submitted. Failure to include any of the following elements will result in disqualification of the proposal.

- **Proposal Summary** (written on your organizations letterhead)
- **Table of Contents**
- **Proposal Cover Sheet**
 - Statement of Qualifications for Bidders List
 - Signature Certification
 - Affidavit of Contractor
 - Form 1 (WIA Contract Agreement)
 - Form 2 (WIA Contract Summary)
 - Form 3 (Budget Section Cover Sheet)
- **Proposal Format**
 - Plan and Implementation
 - Statement of Experience
 - Formalized Agreements
 - Locations to be served
- **Project Budget**
 - The Budget Narrative
 - Form 5 – 6 (Budget Form)
 - Organization Chart
 - Financial Audit/Statements
 - Proof of Insurance Coverage(s)
- **Certifications and General Provisions**
 - Form 7 (Certification Regarding Lobbying)
 - Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Lower Tier Covered Transactions
 - Form 9 (Jefferson County General Provisions)

Additional Information

APPENDICES

Appendix A Glossary of WIA Terms

ATTACHMENT LISTING (FORMS)

Form 1 WIA Contract Agreement

Form 2 WIA Contract Summary

Form 3 Budget Cover Sheet

Form 5 Budget (Program)

Form 6 Budget Backup

Form 7 Certification Regarding Lobbying

Form 8 Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion
Lower Tier Covered Transaction

Form 9 Jefferson County General Provisions

Disclosure Statement

Statement of Qualifications for Bidders List

Affidavit of Contractor

Appendix A

Glossary of W IA Terms

Activity	The specific steps or actions that a project takes to achieve a measurable objective.
Administrative Agency/Contractor	The agency or organization designated on the Budget Cover Sheet who is the programmatic recipient of the WIA funds and will accomplish the planned objectives and program goals.
Allowable Costs	Those costs which are necessary, reasonable, allocable and allowable under applicable federal, state, and local law for the proper administration and performance of services to participants.
Assessment	Assessment includes a review of educational skill levels, occupational skills, prior work experience, employability, interests, aptitudes (including interest in non-traditional jobs) and supportive service needs. Where appropriate, recent assessments within six (6) months can be used in lieu of an additional assessment. The goal is to comprehensively and accurately evaluate the participant in order to develop an appropriate service strategy to meet his/her individual needs.
Barriers to Employment	Any demonstrable characteristic(s) of a person that has served to limit, hinder or prohibit that person's opportunities for employment and/or promotion.
Bidder	Any eligible person or organization that prepares and timely submits a proposal that is responsive to this RFP.
Case Management	Refers to the provision of a client-centered approach in the delivery of all-encompassing, customized services..
Collaborative	A mutually beneficial and well-defined relationship entered into by organizations to achieve common goals. The relationship includes a commitment to mutual relationships and goals, jointly developed structure and responsibility, mutual authority and accountability for success and sharing of resources.
Community Based Organizations	A group of individuals that operate within a single local area linked by a common characteristic, interest or policy. These organizations are often run on a voluntary basis and are self-funded.
Conflict of Interest	A conflict of interest, real or apparent, will arise when any of the following has a financial or other interest in the firm or organization selected: (1) individual, (2) any member of the individual's immediate family, (3) the individual's partner, or (4) an organization which employs or is about to employ any of the above.

Contract	The document executed by the Chairman of the Board, on behalf of the JCWIB and the contractor which creates a legally binding agreement for the performance of certain services by contractor for compensation paid by Jefferson County.
Contractor	A bidder that is awarded a contract by JCWIB to provide WIA Program services pursuant to this RFP.
Cost Reimbursement Contracts	An agreement format that provides for the reimbursement of all allowable costs which have been identified and approved in the contract budget. Contractors must maintain the documentation necessary to support the costs.
Credential	A nationally recognized degree or certificate or a state/locally recognized credential. Credentials will include, but are not limited to, a high school diploma, GED, or other recognized equivalents, post-secondary degrees, recognized skills standards and licensure or industry recognized certificates.
Customer	A person applying for or utilizing program services (formerly “participant”).
Eligibility Determination	The process of gathering and analyzing data to determine whether an applicant meets the criteria which would allow them to participate in a WIA program. Examples of WIA eligibility are found in 20 CFR Sections 664.200, 664.20, and 664.250.
Employed	To engage the services of participants for pay.
Enrollment	To register into a WIA program in order to receive services. At the point of enrollment, participants are counted for performance measurement purposes.
Equal Employment Opportunity Plan (EEOP)	A comprehensive plan that analyzes the agency’s workforce and all agency employment practices to determine their impact on the basis of ethnicity and gender.
Faith Based Organizations (FBO)	Organizations founded by, affiliated or identified with one or more religious organizations.
Formalized Agreement	A written, signed agreement between two entities/agencies that specifies the responsibilities of each in implementing a project or contract.
Internship	A paid or unpaid opportunity created by an employer to provide an on-the-job practice. This may be done in collaboration with a customer’s school, so academic credit and real world work experience can be earned at the same time.
JCWIB	Jefferson County Workforce Investment Board
Job Placement	Services provided to assist participants in obtaining a specific placement in

subsidized or unsubsidized employment.

Job Readiness Activities that help prepare participants for work by assuring that they are familiar with general workplace expectations and exhibit work behaviors and attitudes necessary to compete successfully in the labor market; this may include life skills training.

Job Search Techniques The provision of instruction and support provided to a customer to assist in obtaining the necessary skills to acquire full time employment. The services provided may include, but are not limited to:

- Resume writing;
- Interviewing skills;
- Labor market guidance;
- Telephone techniques;
- Information on job openings;
- Job acquisition strategies; and
- Office space and supplies for the job search.

Leadership Development Activities Activities that encourage responsibility, employability and other positive social behaviors such as:

- Exposure to post-secondary educational opportunities;
- Community service and service learning projects;
- Organizational and team leadership training;
- Training in decision making; including determining priorities; and
- Citizenship training; including life skills training.

Not Employed An individual who does not meet the definition of employed, or who although employed has received a notice of termination of employment.

Monitoring The process of observing and/or reviewing performance which may include on-site observation, review of paperwork and files, interviews with staff or participants, telephone conversations, and formal evaluation of compliance elements.

Non-Traditional Employment for Women (NEW) Occupations in which women comprise less than 25% of the individuals employed in that occupation

Objectives A set of quantifiable projections to be carried out in order to accomplish the program goals.

Occupational Skills Training Short-term vocational skills training that provide participants with the skills necessary to obtain employment in occupations that lead to self-sufficiency.

Offender An individual (adult or juvenile) who:

1. Is or has been subject to any stage of the criminal justice or juvenile delinquency process, for who services under WIA may be beneficial; or
2. Requires assistance in overcoming artificial barriers to employment

resulting from a record of arrest or conviction.

On-the-Job Training (OJT)	<p>Training by an employer that is provided to a paid participant while engaged in productive work in a job that:</p> <ol style="list-style-type: none">1. Provides knowledge or skills essential to the full and adequate performance of the participant.2. Provides reimbursement to the employer of up to fifty percent (50%) of the wage rate of the participant.3. Is limited in duration as appropriate to the occupation for which the participant is being trained, taking into account the content of the training, the prior work experience of the participant and the service strategy of the participant, as appropriate.
Participant	<p>An individual who has been determined to be eligible to participate in, and who is receiving services under a grant program. This term is sometimes used interchangeably with the term “customer”.</p>
Placement Not Employed	<p>The finding of suitable, subsidized or unsubsidized employment. An individual who does not meet the definition of employed, or who although employed has received a notice of termination of employment.</p>
Poor Work History	<p>Exhibited when an individual has not worked full-time in unsubsidized employment for a period which exceeds thirteen (13) consecutive weeks in the last twelve (12) calendar months or has a sporadic work history.</p>
Post-Secondary Education	<p>A program at an accredited degree-granting institution that leads to an academic degree (e.g., AA, AS, BA, BS). This does not include programs offered by degree-granting institutions that do not lead to an academic degree.</p>
Program	<p>A specific set of goals and objectives established pursuant to legislative, congressional or administrative action identifying an unmet need of the criminal justice system or victim services and supported by a set appropriation from state or federal funding sources.</p>
Request for Proposal	<p>A solicitation made, often through a bidding process, by an agency or company interested in procurement of a commodity or service to potential suppliers to submit business proposals.</p>
Self-Sufficiency	<p>Employment that pays at least the lower living standard income level as defined in WIA section 101(24) or locally.</p>
Supportive Services	<p>Services such as transportation, child care, clothing/uniforms, work related tools or license/certification fees that are necessary to enable an individual to participate in activities authorized under Title 1 of WIA and consistent with the provisions of the Act.</p>
Underemployed	<p>An individual who is working part time, but desires full time employment or who is working in employment not commensurate with the individual’s demonstrated level of educational attainment.</p>

WIA

Workforce Investment Act; 1998 reauthorization of JTPA under President Clinton

Work Readiness Skills

Skills related to world of work awareness, labor market knowledge, occupational information, values clarification and personal understanding, career planning and decision-making and job search techniques (resumes, applications, interviews, and follow-up letters).

WIA CONTRACT AGREEMENT / Signature Sheet JCWIB INTERNSHIP PROGRAM

Agreement No: _____

Modification No: _____

This "Agreement " is entered into by and between the Jefferson County Commission, hereinafter referred to as the "WIA Recipient" as so designated pursuant to the Workforce Investment Act and _____, hereinafter referred to as the "WIA Contractor". The WIA Contractor agrees to provide certain services on behalf of the WIA Recipient in compliance with the terms of this agreement and pursuant to the rules and regulations of the aforementioned Workforce Investment Act, hereinafter referred to as the "Act".

This Agreement is composed of twelve sections, each and integral part of the whole, incorporated herein by this reference and authenticated by the respective signatory officials. The sections incorporated herein by this Agreement include this signature sheet (form 1), contract summary (form 2), budget forms (forms 3, 5, & 6), certifications (forms 7 & 8), General Provisions and Assurances (form 9), statement of work, lease agreements, business license(s), Disclosure Statement, W-9, Service Provider Page, and Insurance and Workmen's Compensation Policy, contractor signature page (attach copy of company documentation and organizational chart).

The Jefferson County Commission reserves the right to unilaterally modify the contract amount and/or other provisions of this Agreement.

- A. This Agreement authorizes reimbursement for all eligible documented expenditures included in this agreement, but not to exceed \$_____.
- B. The duration of this contract shall be from the effective date of 01/01/2014 through the termination/completion date of 06/30/2014 .

IN WITNESS WHEREOF, the parties hereto have executed this "Contract" as of the latest date appearing below, and in signing, and thereby validating this agreement, the parties also certify that each possesses legal authority to contractually bind their respective organizations in their capacity as a signatory official.

BY: _____
Recipient, Signatory Official

BY: _____
Contractor, Signatory Official

BY: W. D. Carrington, President

BY: _____

TITLE: Jefferson County Commissior

TITLE: _____

DATE: _____

DATE: _____

WIA Contract Summary Internship Program

Agreement No: _____
Modification No: _____

1. Applicant Name: _____	2. Contact Person: _____
Organization Unit: _____	Email: _____
Address: _____	Title: _____
State of Incorporation: _____	Phone: _____
Alabama Business License #: _____	

3. Type of Organization

a. Local Government _____	d. Comm/Tech College _____	g. Non-Profit _____
b. State Agency _____	e. College/University _____	h. Private-for-Profit _____
c. School Agency _____	f. Community Based Org. _____	i. Other _____

4. Program Short Title: _____

Brief Program Description:

5. Funding Source (Check One):

a. WIA Adult _____	c. WIA Dislocated Worker _____
b. WIA Youth _____	d. Other _____

6. Proposed Cost/Price:

	<u>Internship</u>		<u>Occupational Training</u>
a. Administration	\$0.00	b. Administration	\$0.00
c. Program	\$0.00	d. Program	\$0.00
e. Sub Total	\$0.00	f. Sub Total	\$0.00
g. Grand Total Cost	\$0.00		

Budget Section (forms 3, 5,& 6) Cover Sheet

Subrecipients's Name and Address:

Email: _____

Name/ Address of Fiscal Agent (If Different)

Email: _____

Agreement No: _____

Modification No: _____

Federal ID No: _____

Beginning Date: _____

Ending Date: _____

Mod. Effective Date: _____

	<u>Total Amount</u>
Administration	0.00
Program	0.00
Other:	_____
Total Contract:	\$0.00

Budget

(Indicate as Appropriate)

Program: X

Other Cost Category: Program

Agreement No: _____

Modification No: _____

	Total Amount
B. Program Cost (Items 1-16)	
B1. Staff And Salaries (Itemize/Show %)	
_____	\$0.00
_____	\$0.00
_____	\$0.00
_____	\$0.00
_____	\$0.00
Total Staff Salaries:	\$0.00
B2. Staff Fringe Benefits:	
FICA (7.65%)	\$0.00
Insurance (Itemize on Report Backup)	\$0.00
Retirement (5 %)	\$0.00
Worker's Compensation (1.0 %)	\$0.00
Unemployment Compensation (.52 %)	\$0.00
FUTA (.8%)	\$0.00
Total Staff Fringes	\$0.00
B3. Staff Travel: (Itemize on Report Backup)	
In-State Based on your Reimbursement Policy for Staff Employee	\$0.00
Out-of-State	\$0.00
Total Travel	\$0.00
B4. Rent:	\$0.00
B5. Utilities:	
B6. Communications: (telephone, Internet, etc.)	\$0.00
B7. Postage	\$0.00
B8. Office Supplies:	\$0.00
B9. Books & Training/ Teaching Aides:	\$0.00
B10. Equipment (itemize on Report Backup)	\$0.00
B11. Specify Other (itemize on Report Backup)	\$0.00
Contract Services _____	\$0.00
Indirect Cost rate (% _____)	\$0.00
_____	\$0.00
B12. Work Experience/Internship Wages	\$0.00
B13. Work Experience FICA (7.65%)	\$0.00
B14. Supportive Services/Incentives to Participate Please break out on Form 6	\$0.00
(Specify on Backup)	
Total Program Operation Costs B4-B16	\$0.00
Total Program (Items 1-16)	\$0.00

Budget Backup

(Indicate as Appropriate)

Administration: _____

Program: X _____

Agreement No: _____

Modification No: _____

Line Item No: _____

**Total
Amount**

Line Item No: _____

**Total
Amount**

Line Item No: _____

**Total
Amount**

Line Item No: _____

**Total
Amount**

Budget Backup

(Indicate as Appropriate)

Administration: _____

Program: X _____

Agreement No: _____

Modification No: _____

Line Item No: _____

**Total
Amount**

Line Item No: _____

**Total
Amount**

Line Item No: _____

**Total
Amount**

Line Item No: _____

**Total
Amount**

Budget Backup

(Indicate as Appropriate)

Administration: _____

Program: X _____

Agreement No: _____

Modification No: _____

Line Item No: _____

**Total
Amount**

**Total
Amount**

Line Item No: _____

**Total
Amount**

Line Item No: _____

**Total
Amount**

Line Item No: _____

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

This certification is required by the Regulations implementing, Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160 -19211).

(BEFORE COMPLETING CERTIFICATION, READ ATTACHED INSTRUCTIONS WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal debarment or agency.

- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization

Name and Title of Authorized Representative

Signature

Date

Workforce Investment Act Provider Agreement

General Provisions, Assurances & Certifications

Updated August 20, 2012

The SUBRECIPIENT assures and certifies that:

1. The Act

It will comply with the requirements of the Workforce Investment Act (WIA) (Public Law 105-220), hereinafter referred to as the ACT, the regulations (Title 20 CFR Part 652, et al. Final Rule) and policies promulgated thereunder. This designation is subject to change as a result of any changes in the Act or conditions in any other legislation which may be passed, which governs the designation of program operations under the Act or any legislation which may replace the Act.

2. Administrative

It will comply with administrative and program policies issued pursuant to the Governor's Workforce Development Directives and any additional administrative provisions of the local and state Workforce Investment Board (WIB), as applicable.

3. Amendments

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

4. Agreements

The Signature Page, Contract Summary, Budget Forms 3, 5, & 6, Form 7 - Certification Regarding Lobbying, Form 8 -Certification Regarding Debarment, Form 9 - General Provisions and Assurances, Statement of Work, Signature Certification, lease agreements, business license(s), State of Alabama Disclosure Statement, W-9, and Insurance and Workmen's Compensation Policy form this agreement. This agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral; provided however, the warranty given by the SUBRECIPIENT, with respect to all representations, statements, writings and proposals, which form the basis for negotiations or considerations resulting in this agreement, shall remain valid and binding.

5. Legal Capacity

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

6. Compliance with Laws

The SUBRECIPIENT shall comply with all applicable orders and codes of the federal, state, and local governments as they pertain to this agreement. Further, it certifies that performance under this agreement shall be in compliance with the Act, and rules/regulations promulgated under the Act.

7. Grievance Procedures

It will establish grievance procedures agreeable to Jefferson County, AL. It will ensure that any of its subcontractors which are employers of participants will maintain grievance procedures relating to the terms and conditions of employment, which allow for, at complainant's request, a review of the employer's decision by Jefferson County, AL.; and to inform participants of the procedures they are to follow.

8. Nondiscrimination/ Equal Opportunity

As a condition of the award of financial assistance under Title I WIA from the U. S. Department of Labor, the SUBRECEPIENT assures, with respect to operation of the WIA Title I funded program or activity and all agreements or arrangements to carry out the WIA Title I funded program or activity, that it will comply fully with all applicable federal statutes which are included in the executed agreement, that it will comply fully with the nondiscrimination and equal opportunity provision of the following laws, including the Nontraditional Employment for Women Act of 1991; Title VI of the Civil Rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; Title IX of the Education Amendments of 1972, as amended; with the Americans with Disabilities Act of 1990: and with all applicable requirements imposed by or pursuant to regulations implementing those laws, and Section 188 of the Workforce Investment Act of 1998.

9. Political Activity

It will comply with the provisions of the Hatch Act, which limits the political activity of employees.

10. Records

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

11. Access to Records

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

12. Sectarian

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

13. Safety

Appropriate standards for health and safety in work and training situations will be maintained. It further understands that it is to be responsible for initiating, maintaining and supervising all health and safety standards and precautions in connection with work and training situations. Health and safety standards established under federal and state laws otherwise applicable to working conditions to participants engaged in programs and activities under Title I of WIA must be applied per the WIA Regulation at 20 CFR 667.274(a).

14. Conditions of Employment

Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the participants and/or employees.

15. Workers' Compensation

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

16. Maintenance of Effort

Upon being funded by this agreement it will adhere to the following requirements:

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

17. Training Objectives

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

18. Work to be Performed

Shall ensure that the required performance levels are achieved pursuant to Section 6 of Form 2, entitled WIA Contract Summary, incorporated herein by this reference and hereinafter referred to as "Form 2". The SUBRECIPIENT shall further ensure that all program activities related to the Program described in Section 4 of Form 2 comply with the terms of this Agreement. The SUBRECIPIENT acknowledges and understands that the U. S. Department of Labor (DOL), Jefferson County, AL and the local WIB shall supervise, evaluate and provide policy guidance and directing the SUBRECIPIENT in the conduct of all activities authorized under this agreement.

19. Use of Funds Supplanting

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

20. Schedule of Payments

Subject to the receipt of WIA funds from the Governor of the State of Alabama and the quantity and quality of performance levels achieved by SUBRECIPIENT under this Agreement, Jefferson County, AL agrees to reimburse the SUBRECIPIENT for all expenses authorized in the Budget Section pursuant to Form 2, Form 3, Form 5 and Form 6, all of which are herein incorporated by this reference.

Approvals for reimbursement will be determined as follows:

The SUBRECIPIENT shall submit a "Requisition for Payment Invoice" on the forms supplied by the Jefferson County Workforce Investment Board no less than once per month. Each month-end requisition is due in the office of the Jefferson County Workforce Investment Board by the 10th of the following month. Reimbursement of WIA funds will be made to the subrecipients based on Jefferson County's Department of Finance timetable of releasing funds. Appropriate documentation that has been deemed necessary by ADECA and Jefferson County's Department of Finance guidelines must accompany the Requisition for Payment in order to be reimbursed by the Jefferson County Department of Finance. Corrections will be made, if necessary, to expedite payment to the SUBRECIPIENT. **ALL INVOICES WILL BE DUE and PAYABLE UPON RECEIPT BY THE JEFFERSON COUNTY WORKFORCE INVESTMENT BOARD.** All program and fiscal documents must be approved and submitted before final payment can be issued. Final payment will not be made until all closeout documents are authenticated and approved by the Jefferson County Workforce Investment Board. The Grant Closeout Package will be mailed and due within 30 days of the sub-grant ending date. If the SUBRECIPIENT fails to submit a Monthly Request for Payment by its due date as described above, please refer to Section 36 for the remedy.

Exceptions shall be granted only with the written permission of the Department Director, Deputy Director or Economic Development Manager.

21. Reports

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

maintain participant records in accordance with the FORMS PREPARATION AND DATA VALIDATION REQUIREMENT HANDBOOK.

22. Participant Selection

All participants enrolled in programs funded by this agreement will be enrolled only after certification of eligibility criteria and an objective assessment by the case manager indicating appropriateness of the training. It is further understood that intentional noncompliance with this section by the SUBRECIPIENT will result in disallowed costs to the grant which shall be borne by the SUBRECIPIENT.

23. Performance

Performance will be in accordance with the agreement including, but not limited to, Sections 18 and 21, and within the period as prescribed herein. The SUBRECIPIENT further assures that it will comply with all applicable laws, ordinances, charters, and regulations embraced in this agreement. By executing the agreement, the SUBRECIPIENT represents that it has familiarized itself with all applicable laws, ordinances, charters, and regulations embraced by or referred to in this agreement.

24. Acceptability

The work is to be done based on the performance outcomes set forth in Sections 18 and 21 of this Agreement and to the satisfaction of Jefferson County, AL or its designee. Jefferson County will interpret all reports and will decide the acceptability and progress of work; and will interpret the amount, classification and quality of kinds of work to be performed, and the amounts to be paid under this agreement. Jefferson County will be the sole judge of the validity and the acceptability of claims, if any, made by the SUBRECIPIENT and Jefferson County's decisions will be final, conclusive and binding on all parties concerned.

25. Indemnification

To the fullest extent permitted by law, the SUBRECIPIENT shall indemnify and hold harmless the governing body of Jefferson County, AL, and their respective officers, agents, employees and representatives against liability, claims, damages, losses, costs and expenses, including but not limited to attorney's fees, for or on account of any claims, suits, or damages of any character whatsoever, which result from injuries, actual or perceived, by or to any person or property, which are attributable in whole or part to any negligent or willful act or omission of any officer, employee, agent or representative of the SUBRECIPIENT. This section refers only to Title I WIA funded programs.

26. Contingency

It acknowledges and agrees that all funding is contingent on the availability of federal funds and continued federal authorization for program activities and is subject to amendment or termination due to lack of funds or authorization. Unearned payments under this agreement may be suspended or terminated upon refusal to accept any additional conditions that may be imposed by the U.S. Department of Labor and/or Jefferson County, AL at any time.

27. Bank Account

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

28. Bonding

That all persons handling funds received or disbursed under the agreement are covered by a fidelity bond in an amount equal to the maximum contractual award, or \$100,000 whichever is less. Jefferson County shall have the right to require the SUBRECIPIENT to furnish additional bonds covering the faithful performance of this agreement and all obligations arising thereunder if and as required by law.

29. Procurements and Property

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

Equipment budgeted in any project under this contract should be procured and purchased no later than 6 months prior to the termination of this agreement. Equipment purchased under this contract should be properly tagged and reimbursement requested no later than 30 days after receipt. Failure to adhere to these provisions will result in the funds budgeted for equipment purchases being deleted from the budget by the Grantor.

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

It will be the responsibility of the contractor to maintain a current inventory of all property acquired with WIA funds provided by JCWIB/ADECA in accordance with the ADECA Equipment Procedures Manual for Recipients and Subrecipients (www.adeca.alabama.gov).

Ownership/title to all property purchased with grant funds shall be vested in Jefferson County, AL. Title to property acquired or produced by a subcontractor that is a commercial organization shall vest in Jefferson County, AL. Jefferson County retains the right to retake the property under the following conditions prior to the termination of the agreement:

1. The property is no longer needed to fulfill obligations of the agreement.
2. The property has been used by the SUBRECIPIENT for purposes other than those authorized in writing by Jefferson County, AL.
3. The use of property procured by SUBRECIPIENT with WIA funds, or loaned to the SUBRECIPIENT by Jefferson County, AL, is restricted to the duration of the agreement and for uses specified in the agreement. The property shall only be utilized for purposes authorized by the Act.

30. Subcontractors

A subcontractor is a person or entity who has a direct or indirect contract with the SUBRECIPIENT to perform any work, labor, services, duties or functions which the SUBRECIPIENT is obligated to perform under the terms of this agreement and for which there is compensation. This SUBRECIPIENT shall not contract with the subcontractor to perform any work, labor, services, duties, or functions without the prior written approval of Jefferson County. In the event that a subcontractor is approved by Jefferson County or an

agent of, the SUBRECIPIENT shall make no substitution for any subcontractor, person or entity previously approved by Jefferson County without the prior written approval of Jefferson County.

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

The SUBRECIPIENT shall not subcontract for any reason under this agreement for greater than twelve (12) months or until the time of termination of this agreement whichever time is less.

31. Assignment of Interest

The SUBRECIPIENT may not assign any right or interest in this agreement.

32. Conflict of Interest – Real or Apparent

By signing this agreement that no person under its employ or control who presently performs functions, duties or responsibilities in connection with Jefferson County or WIA Title I Act funded projects or programs has any personal and/or financial interest, direct or indirect, in this agreement nor will the SUBRECIPIENT hire any person having such conflicting interest. The SUBRECIPIENT further certifies that it will maintain a written code of standards governing the performance of persons engaged in the award and administration of subcontracts and sub-grants.

33. Monitoring, Evaluation and Audit

It agrees to cooperate with the monitoring, evaluation and/or audit conducted by Jefferson County, AL, Alabama Department of Economic and Community Affairs, the U.S. Department of Labor, the U.S. Comptroller General, or their designees.

34. Modifications

- (A) The SUBRECIPIENT must submit a written request for a modification prior to changing any line item or participant service level contained in this agreement. Line item modifications may be granted of 25% or less by the Director or Deputy Director of the Department of Community and Economic Development upon written request. Such requests for modification of activity shall be in the hands of Jefferson County, AL no later than five (5) workdays prior to the termination of the agreement.
- (B) All modifications initiated by the SUBRECIPIENT will be mutually agreed upon by the parties to this agreement.
- (C) Jefferson County may make a unilateral modification to this agreement at any time as long as such modification does not terminate said agreement.
- (D) Upon approval, expenditures may exceed the budgeted line item by **25%** of the approved line item amount as long as the item(s) to be purchased are itemized in the agreement (Form 6 itemization). This variance applies to budgeted equipment as long as the total number of units budgeted is not exceeded and the total budget for equipment in any project is not exceeded.

The equipment purchased must have already been a budgeted line item for this policy to be applicable.

- (E) No changes may be made in staff positions, salaries, or classifications without prior written approval by modification of contract.

35. Disallowed Cost Disputes

- (A) The SUBRECIPIENT shall assume complete and total responsibility for repayment to Jefferson County of any funds improperly expended pursuant to this agreement. The SUBRECIPIENT shall also at any time, either during the duration of this agreement or subsequent to its termination, submit to and cooperate with any audits or investigations initiated in regard to this agreement by either Jefferson County, Alabama Department of Economic and Community Affairs, the U.S. Department of Labor, or their designees.
- (B) Jefferson County reserves the right to at any time withhold payments due to the SUBRECIPIENT in an amount sufficient to recoup any prior payment or payments made to the SUBRECIPIENT for funds expended under this Agreement that have subsequently been determined to be unauthorized pursuant to this Agreement or the Act by Jefferson County, the U.S. Department of Labor, or their designees. Jefferson County further reserves the right to withhold any payment due to the SUBRECIPIENT until such time as the SUBRECIPIENT has attained all performance outcomes for reimbursement as set forth in Section 23 of this Agreement, and completed, to Jefferson County's satisfaction, any and all final reports, documents, or other information as may be required by Jefferson County.
- (C) The SUBRECIPIENT agrees to attempt to resolve any dispute which may arise from this Agreement by administrative process and negotiations in lieu of litigation and to continue performance under this Agreement during any such dispute. Any dispute concerning question of fact which is not resolved by informal means shall be decided by Jefferson County with said decision reduced to writing and provided to the SUBRECIPIENT. Nothing in this section shall be construed as preventing the SUBRECIPIENT from appealing any such decision pursuant to the Act.
- (D) The SUBRECIPIENT will have protest procedures to handle and resolve disputes relating to its procurements. A protester shall exhaust all administrative remedies with Jefferson County before pursuing a protest at a higher level.

36. Termination

The performance of work under this agreement may be terminated in whole or in part for the following circumstances:

- A. Termination for convenience. Jefferson County may terminate for convenience. Jefferson County shall give seven (7) calendar days advance written notice of the effective date of such a termination to the other party to the agreement. The SUBRECIPIENT shall be entitled to receive just and equitable compensation for any work or services satisfactorily performed hereunder through and until the date of termination.

- B. Termination for cause. Jefferson County may terminate this agreement when it has determined that the SUBRECIPIENT has failed to provide any one or all of the services specified or to comply with any of the provisions contained in this agreement. If the SUBRECIPIENT fails to perform in whole or in part under this agreement or fails to make sufficient progress so as to endanger performance, Jefferson County will notify the SUBRECIPIENT of such unsatisfactory performance in writing. The SUBRECIPIENT will have seven (7) working days from the date of notification in which to respond with a plan agreeable to Jefferson County for correction of the deficiencies.

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

- C. Right to Appeal. The SUBRECIPIENT shall have the right to appeal any determination made by the Office of Community and Economic Development under this section to the County Manager; however, if the SUBRECIPIENT has failed to submit an appeal within seven (7) calendar days from written notice of the termination and/or has failed to request and receive approval from Jefferson County for extension of such, then he shall have no further right of appeal.

- D. No Appeal. In any case where Jefferson County has made a determination of the amount due the SUBRECIPIENT, Jefferson County shall pay to the SUBRECIPIENT the following:

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

- E. Deduction. In arriving at the amount due the SUBRECIPIENT under this section, there shall be deducted: any claim Jefferson County may have against the SUBRECIPIENT in connection with this agreement.

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

37. Product

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

Subject to share of the above mentioned requirements, the SUBRECIPIENT understands that any and all projects or material generated under this agreement and grant, whether in forms of reports, analyses,

interviews, raw data, records, research findings, camera projects, working papers, or other items or materials are the property of Jefferson County and shall not be used by any other entity for any purpose unless authorized in writing by Jefferson County. Upon demand by Jefferson County, the SUBRECIPIENT shall convert title and possession of all such items to Jefferson County.

38. Cost of Contract

- (A) The total amount of this agreement shall not exceed the amount stated on Form 1.
- (B) Costs budgeted under this contract are those administrative and program costs that are properly chargeable to WIA fund sources. Costs incurred will be allocated to those fund sources according to the contractor's cost allocation plan.
- (C) The SUBRECIPIENT will only use funds provided in this agreement for expenditures authorized and detailed in the Budget Section incorporated herein. Funds provided under this agreement cannot be used as payment for any cost or obligation incurred prior to the effective date of this agreement.
- (D) No over expenditures will be allowed for the total individual cost category amount of the program budget of this agreement. Those specific line items, which compose the program budget, may not be changed unless such changes are demonstrated to be necessary for the completion of the agreement and a written request for modification is submitted to and approved by Jefferson County. The written request shall include specific information which justifies such modification and shall depict changes to or deletions from the current established budget in a legible and accurate manner.
- (E) Any time prior to the expiration of this agreement, Jefferson County may remove from the stated total cost of this agreement a proportional share of such funds as Jefferson County determines will remain unexpended upon expiration of the term of this agreement and such funds may be reallocated to other proper purposes by Jefferson County.
- (F) The SUBRECIPIENT shall not rent, lease, lease-purchase or acquire an Interest in property or equipment, the cost of which would be charged to this agreement, unless specifically authorized to do so in the aforementioned program budget, and without the prior written approval of Jefferson County. Where the program budget authorized the acquisition of an interest in property or equipment to be charged to this agreement, SUBRECIPIENT shall immediately upon the termination of this agreement, surrender title and possession of all such property or equipment to Jefferson County, Alabama Department of Economic and Community Affairs, or to the agency designated by the U.S. Department of Labor, where such a designation is made. Titles to property acquired or produced by a commercial SUBRECIPIENT with funds under this agreement shall vest in the awarding agency (Jefferson County) at time of purchase.

39. Public Relations

The SUBRECIPIENT agrees that if any type of public relations is performed in conjunction with the program under this contract, due credit will be given to the Act, the U.S. Department of Labor, and Jefferson County.

40. Federal Regulation Compliance

For agreements involving \$100,000 or more the SUBRECIPIENT agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970, 42 U.S.C. 1857 *et seq.*, and the Federal Water Pollution Control Act, 22 U.S.C. 1251 *et seq.*, and to report any violations of said standards, orders or regulations to Jefferson County and the Environmental Protection Agency Regional Office.

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

41. Amendments

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

42. Successors

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

43. Written Notice

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

44. Warranty

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

45. Rights and Remedies

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

46. Suspensions of Payment

Payment under this agreement may be suspended in the event that the SUBRECIPIENT has an outstanding audit exception under any program funded by Jefferson County.

47. Audit Requirements

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

48. Debarment and Suspensions Certification

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' Responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211.)

No RECIPIENT or SUBRECIPIENT shall make any sub grants or permit any contract or subcontract at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs in accordance with the Department of Labor regulations 29 CFR Part 98.

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

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

49. Certification

All WIA Title I recipients and SUBRECIPIENTS must comply with the restrictions on lobbying which are codified in the U S Department of Labor regulations at 29 CFR Part 93 (20 CFR 667.200 (e)). No Federal Appropriated Funds have been paid or will be paid, by or on behalf of the SUBRECIPIENT, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or any employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal Appropriated Funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the SUBRECIPIENT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The SUBRECIPIENT shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

50. Audit Exception Unresolved Questioned Costs/Outstanding Debts

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

51. Relocation

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

52. Code of Standards

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

53. Public Service Employment

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

54. Employment Generating Activities and Foreign Travel

The SUBRECIPIENT will ensure that no funds available under this agreement are used for employment generating activities, economic development activities, investment in revolving loan funds, capitalization of businesses, investment in contract bidding resource centers, and similar activities, unless they are directly related to training for eligible individuals (20 CFR 667.262 (a)). The SUBRECIPIENT will also ensure that no WIA Title I funds are spent on wages of incumbent employees during participation in economic development activities provided through a Statewide Workforce Investment System (WIA Section 181 (b)(1)) and (20 CFR 667.264 (a) (1)). The SUBRECIPIENT will ensure that no funds under this agreement shall be used for foreign travel (WIA Section 181(e) and 20 CFR 667.264 (b)).

55. Tryout Employment

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

56. Reports of Violations

The SUBRECIPIENT shall advise all employees that no action of any kind will be taken against an employee for providing information concerning any violation of the Act to the U.S. Department of Labor, Incident Reporting System; and that if a complainant considers that his/her position will be compromised by submitting information through the system, they may send the report directly to the U.S. Department of Labor Inspector General.

57. Drug Free Work Place

The SUBRECIPIENT certifies by execution of this Agreement that it will comply with Subpart F, Drug-Free Workplace Requirements as codified by the U S Department of Labor (20 CFR 667.200(d)). A separate certification, specific to the site, of performance relative to the agreement is also required (29 CFR Part 98.630).

58. Insurance

The SUBRECIPIENT will maintain such insurance as will protect him and Jefferson County from claims under Workmen's Compensation Acts, and from claims for damage and/or personal injury, including death, which will be written by companies authorized to do business in Jefferson County, Alabama and **shall** include Jefferson County, Alabama as Added Additional Insured By Endorsement including a thirty (30) day(s) written cancellation notice. Evidence of insurance will be furnished to the Purchasing Agent not later than seven (7) day(s) after Purchase Order/contract date. The successful bidder is also required to include the bid number on the evidence of insurance.

Insurance Minimum Coverage:

Contracting party shall file the following insurance coverage and limits of liability with the County's Human Resource Department and Purchasing Dept. before receiving WIA funds with the County.
General Liability:

\$1,000,000	Bodily injury and property damage combined occurrence
\$1,000,000	Bodily injury and property damage combined aggregate
\$1,000,000	Personal injury aggregate Comprehensive Form including Premises/Operation Products/Completed Operations, Contractual, Independent Contractors, Broad Form property damage person injury.

Automobile Liability:

\$1,000,000	Bodily injury and property damage combined coverage; any automobile including hired and non-owned vehicles
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Workers Compensation and Employers Liability:

\$100,000	limit each occurrence
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Umbrella Coverage:

\$1,000,000	each occurrence
\$1,000,000	aggregate

Added Additional Insured by Endorsement: Jefferson County Commission

59. Governing Law

This contract is made and entered into in Jefferson County, Alabama. The interpretation and enforcement of this Agreement will be governed by the laws of the State of Alabama. The parties agree that jurisdiction and venue over all disputes arising under this Agreement shall be the Circuit Court of Jefferson County, Alabama; Birmingham Division.

60. Grant Funds Paid

The County, the contractor and/or the contractor's representative signed below certify by the execution of this Agreement that no part of the funds paid to contractor pursuant to this Agreement nor any part of the services,

products or any item or thing of value whatsoever purchased or acquired with said funds shall be paid to, used by or used in any way whatsoever for the personal benefit of any member or employee of any government whatsoever or family member of any of them, including federal, state, county and municipal and any agency or subsidiary of any such government; and further certify that neither the contractor, nor any of its officers, partners, owners, agents, representatives, employees or parties in interest has in any way colluded, conspired, connived, with any member of the governing body or employee of the governing body or any other public official or public employee, in any manner whatsoever, to secure or obtain this Agreement and further certify that, except as expressly set out in the scope of work or services of this Agreement, no promise or commitment of any nature whatsoever of anything of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this Agreement.

Any violation of this certification shall constitute a breach and default of this Agreement, which shall be cause for termination. Upon such termination the contractor shall immediately refund to the County all amounts paid pursuant to this Agreement.

61. Statement of Compliance with Alabama Code Section 31-13-9

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

62. Representation

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

JEFFERSON COUNTY

SUBRECIPIENT

By: W. D. Carrington
Commission President

Date:

By:

print name and title of signatory official

Date:

TO: Potential Service Provider

Our agency/organization fully understands that any work performed prior to receipt of a signed agreement from the Jefferson County Commission for services, as stated in the written agreement, constitutes “at risk work.” “At risk work” is defined as work for which your agency/organization will not be paid (by Jefferson County) unless a written agreement covering the nature of the work and the time period of the work is fully executed by all parties.

It is further understood that only the Jefferson County Commission or its designee may approve written agreements for services to be provided to Jefferson County.

Signature - Agency/Organization's

Date

Authorized Signatory Official

Health & Accidental Insurance or Workman's Compensation Policy

(complete form or provide copy of policy)

Employer Name: _____

Insurance Provider: _____

Policy Number: _____

Coverage Period: _____

Type of Coverage: _____

Information provided by: _____

Date: _____

Contractor Signature Page

Date: _____

Company Name: _____

Authorized by: (print name) _____
(include documentation so authorizing)

Signature: _____

Title: _____ Phone#: _____

Our company/organization gives authority to the listed individuals to act in the capacity so listed:
(clearly print name and title)

1. _____

2. _____

3. _____

4. _____