



2015 Supportive Services RFP Questions & Answers

(Q & A for Bidders Conference as of April 21, 2015)

Is the bidder's conference accessible via conference call?

No.

Who is the current provider of these services?

United Way of Central Alabama

How long has the current provider provided these services?

2.5 years

Is there space available in the Career Centers for this program?

No. The center is operating at capacity.

If space is available in the Career Centers, is there an estimate of monthly shared costs and the services included?

No space is available.

Is furniture and equipment available or should we budget for it?

Provider would have to include furniture and equipment in its budget if the provider does not already possess the needed furniture and equipment.

Is profit an allowable cost to this contract? **Yes.**

On page 8, it say for 150 clients, we currently have 350. Can you help us understand how the 150 would work?

The 150 is more of a target maximum. The number of clients may increase along with the budget, if necessary based on need. Those participant's currently enrolled will continue to be served.

On page10, Section C, number 5: You refer to the attachments under Qualifications for Bidders list. What attachments are these, we found none on the form you sent.

See attachments in the Bidder's Conference Presentation Information. If you prefer a digital version, please email Keith Strother at: Strotherk@jccal.org

On page 18, Forms 1-9, can you send us the attachments for these forms.

See attachments in Bidder's Conference Presentation Information. If you prefer a digital version, please email Keith Strother at: Strotherk@jccal.org

April 20th, 2015 Bidder's Conference Questions and Answers

Is the WIOA divided into Youth, Adult and Dislocated Worker just like WIA?

Under WIOA, there are still 3 separate funding streams. However, with WIOA we can transfer up to 100% of funds between Adult and Dislocated Worker. With WIA the maximum transferable is 30%. Youth funds are still not transferable.

Will Dislocated Worker, Adult and Youth funding streams still have separate CFDA numbers?

Yes.

If we anticipate that the number of participants might increase, particularly the youth, and the project budget only allows for 10% of the funds for youth, do you expect that might increase?

No. Most of the youth providers have the opportunity to budget supportive services in their youth contracts. They often provide supportive services to their youth participants. We do not anticipate an increase, as we are still not reaching the current 10% allowed.

The on Page 4, in the second paragraph, of the RFP, it states that, "Supportive services and/or needs based payments will be provided to individual participants for a period of up to six months. For individuals whose WIOA activity last more than six months, they must also have a plan in place to address their needs at the end of the six month period and when supportive services end." It appears to conflict with page 33 of the RFP.

That language should be removed from the RFP as it does conflict with the Supportive Services Policy. The Supportive Services Policy was modified once we discovered that our participants needed services beyond the six-month period. We neglected to make the change in the RFP.



Jefferson County Workforce Development

2015 Supportive Services Bidder's Conference Presentation

April 20, 2015 @ 10:00am

1. Welcome
2. Introductions
3. Review of Request for Proposals (RFP)
4. Distribution of documents omitted from the RFP
5. Questions (Questions and Answers to be posted April 24, 2015 on the Website)

A copy of the bidder's conference presentation will be posted on the department's website at <http://jeffconline.jccal.org/Default.asp?ID=1255&pg=Requests+for+Proposals%2FQualifications> upon completion.

An electronic version of the contract and budget documents is available by emailing Keith Strother at: strotherk@jccal.org

WIA CONTRACT AGREEMENT

Form 1

Agreement No: _____

On July 01, 2015 the Workforce Innovation Opportunity Act (WIOA) takes effect. This Act replaces the Workforce Investment Act (WIA). The final regulations regarding the implementation of WIOA are still being developed. In the event the terms of this agreement conflict with any provisions, guidance, rules and regulations of the WIOA, then all parties to this agreement will be bound by the provisions, guidance, rules or regulations of the WIOA. This may result in the development of a new agreement or a revision to the current agreement.

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 Sub-recipient". The "WIA Sub-recipient" 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".

The "Agreement" is composed of Six Sections, each and integral part of the whole, incorporated herein by this reference and authentication by the respective signatory officials. The sections incorporated herein by this "Agreement" include this Signature page, Contract Summary, Budget Sheets, Certifications, and General Provisions of Certifications and Assurances.

The "WIA Recipient" (Jefferson County) 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 issued in accordance with the Supportive Services Policy and in an amount not to exceed () \$ _____.

B. The duration of this contract shall be from the effective date of 07/01/2015 through the termination/completion date of 06/30/2016.

IN WITNESS WHEREOF, the parties hereto have executed this "Agreement" 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: Jefferson County Commission
Signatory Official

BY: _____
Sub-recipient Signatory Official

BY: _____
James A. Stephens, President

BY: _____

TITLE: Jefferson County Commission

TITLE: _____

DATE: _____

DATE: _____

WIA Contract Summary

Form 2

1. Applicant Name: _____ Contact Person: _____
Organization Unit: _____ Title: _____
Address: _____ Phone: _____
State of Incorporation: _____ Alabama Bus Lic # _____

2. 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	_____

3. Program Short Title: _____

4. Funding Source (Check One):

a. WIA Adult	_____	c. Youth In-School	_____	e. Other	_____
b. WIA Dislocated Wkr	_____	d. Youth Out-School	_____		_____

5. Proposed Cost/Price:

a. Administration	_____	\$0.00
b. Program	_____	\$0.00
	_____	\$0.00
c. Grand Total	_____	\$0.00

Budget Section Cover Sheet

Subrecipients's Name and Address:

Name/ Address of Fiscal Agent (If Different)

Agreement No:

Email:

Federal ID No:

Beginning Date:

Ending Date:

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

Budget

(Indicate as Appropriate)

Administration: X _____

Agreement No: _____

Form 4

		<u>Total Amount</u>
A. Administration Cost (Items 1-14)		
A1. Staff And Salaries (Itemized/Show %)		<u>\$0.00</u>
_____		<u>\$0.00</u>
Total Staff Salaries:		<u>\$0.00</u>
A2. Staff Fringe Benefits:		
FICA	(7.65%)	<u>\$0.00</u>
Insurance (Itemize on Report Backup)		<u>\$0.00</u>
Retirement	(%)	<u>\$0.00</u>
Worker's Compensation	(%)	<u>\$0.00</u>
Unemployment Compensation	(%)	<u>\$0.00</u>
FUTA	(.8%)	<u>\$0.00</u>
Other (Specify) _____		<u>\$0.00</u>
Total Staff Fringes		<u>\$0.00</u>
A3. Staff Travel: (Itemize on Report Backup)		
In-State		<u>\$0.00</u>
Out-of-State		<u>\$0.00</u>
Total Travel		<u>\$0.00</u>
A4. Rent:		<u>\$0.00</u>
A5. Utilities		<u>\$0.00</u>
A6. Communications: (telephone, Internet, etc.)		<u>\$0.00</u>
A7. Postage		<u>\$0.00</u>
A8. Office Supplies:		<u>\$0.00</u>
A9 .Equipment (itemize on Report Backup)		<u>\$0.00</u>
A10. Specify Other (itemize on Report Backup)		<u>\$0.00</u>
Contract Services _____		<u>\$0.00</u>
_____		<u>\$0.00</u>
Total Direct Costs (Items 1-10)		<u>\$0.00</u>
Indirect Costs		
A11. Indirect (Specify Below)		
Rate at _____ % on \$ _____		<u>\$0.00</u>
Total Administration Costs (Items 1-11)		<u>\$0.00</u>

Budget

(Indicate as Appropriate)

Agreement No: _____

Form 5Program: X

Other Cost Category: _____

B. Program Cost (Items 1-16)	<u>Total Amount</u>
B1. Staff And Salaries(Itemized/Show %)	\$0.00
_____	\$0.00
_____	\$0.00
_____	\$0.00
_____	\$0.00
_____	\$0.00
_____	\$0.00
Total Staff Salaries:	<u>\$0.00</u>
B2. Staff Fringe Benefits:	
FICA (7.65%)	\$0.00
Insurance (Itemize on Report Backup)	\$0.00
Retirement (%)	\$0.00
Worker's Compensation (%)	\$0.00
Unemployment Compensation (%)	\$0.00
FUTA (.8%)	\$0.00
Other (Specify) _____	\$0.00
Total Staff Fringes	<u>\$0.00</u>
B3. Staff Travel: (Itemize on Report Backup)	
In-State	\$0.00
Out-of-State	\$0.00
Total Travel	<u>\$0.00</u>
B4. Rent:	<u>\$0.00</u>
B5. Utilities	<u>\$0.00</u>
B6. Communications: (telephone, Internet, etc.)	<u>\$0.00</u>
B7. Postage	<u>\$0.00</u>
B8. Office Supplies:	<u>\$0.00</u>
B9. Books & Training/ Teaching Aides:	<u>\$0.00</u>
B10. Equipment (itemize on Report Backup)	<u>\$0.00</u>
B11. Specify Other (itemize on Report Backup)	\$0.00
Contract Services _____	\$0.00
Indirect Cost rate (%) _____	\$0.00
_____	\$0.00
B12. On-the-Job- Training (Show details on Report Backup)	\$0.00
B13. Work Experience Wages	\$0.00
B14. Work Experience FICA (7.65%)	\$0.00
B15. Individual Training Accounts	\$0.00
B16. Supportive Services to Participants	\$0.00
(Specify on Backup)	
Total Program Operation Costs B4-B16	<u>\$0.00</u>
Total Program (Items 1-16)	<u>\$0.00</u>

Budget Backup
(Indicate as Appropriate)

Agreement No: _____

Administration: _____

Program: X _____

Line Item No: B9

Total
Amount

Line Item No: B10

Total
Amount

Line Item No: _____ B8

Total
Amount

Line Item No: _____

Total
Amount

Line Item No: _____

Total
Amount

Line Item No: _____

Total
Amount

CERTIFICATION REGARDING LOBBYING

**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND
COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal Grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) 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, and 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 undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

*(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material presentation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Grantee/Contractor Organization

Program/Title

Name of Certifying Official

Signature

Date

*Note: "All," in the Final Rule, is expected to be clarified to show that it applies to covered contract/grant transactions over \$100,000.00 (per OMB)

**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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact which reliance was placed when this was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and /or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage section of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DOL.
6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier covered Transactions," without modifications, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant is a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

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, and the regulations (Title 20 CFR Part 652, et al. Final Rule) and policies promulgated there under. This designation is subject to change as a result of any changes in the Act or conditions in any other legislation, which may be passed, which governs the designation of program operations under the Act or any legislation, which may replace the Act.

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 Sheet, Contract Summary, Tuition Fees and/or Statement of Work, Budget Sheet, Certifications Regarding Debarment and Lobbying, and these General Provisions from 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 the connection with the agreement and to provide such additional information as may be required.

6. Compliance with Laws

Form 9

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 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

Form 9

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 case 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 the 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 to 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

The SUBRECIPIENT 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

The SUBRECIPIENT funded by this agreement will adhere to the following requirement.

- 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, or (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

Form 9

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 participant to become economically self sufficient.

18. Work to Perform

The SUBRECIPIENT shall ensure that required performance levels are achieved pursuant to Section 6 of the 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 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 4, 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 Jefferson County Center for Workforce no less than once per month that is due by the 10th of the following month, Reimbursement of WIA Funds will be made to the sub-recipients based on Jefferson County's Finance timetable of releasing funds. Appropriate documentation must accompany the Requisition for Payment in order to be reimbursed by the Finance Department of Jefferson County. Appropriate documentation must be submitted with the "Requisition for Payment" request that is deemed necessary by ADECA and Jefferson County's Finance Department guidelines. Corrections will be made if necessary to expedite payment to the SUBRECIPIENT. **ALL INVOICES WILL BE DUE PAYABLE UPON RECEIPT BY THE JEFFERSON COUNTY WORKFORCE OFFICE.** 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 Jefferson County Workforce Office. 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

The SUBRECIPIENT 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 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 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 the parties concerned.

25. Indemnification

To the fullest extent permitted by law, the SUBRECIPIENT shall indemnify and hold harmless the governing body of Jefferson County, Alabama; 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 is referring to Title I WIA funded programs only.

26. Contingency

Form 9

SUBRECIPIENT hereby acknowledges and agrees that all funding is contingent on the availability of Federal Funds and continued federal authorization for program activities and is subject to amendment or termination due to 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

The SUBRECIPIENT assures that all persons handling funds received or disbursed under the agreement are covered by 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 details prescribed in the statewide WIA Procurement Standards Manual. Procurements 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 the 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 JCWIA/ADECA in accordance with the JCWIA/ ADECA Recipient Property Management Manual.

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:

Form 9

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.

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

The SUBRECIPIENT agrees that a subcontractor is a person or entity who has a direct or indirect contract with the SUBRECIPIENT to perform any work, labor, services, duties or functions which the SUBRECIPIENT is obligated to perform under the terms of this agreement 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 agent, 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 for termination of this agreement whichever time is less.

31. Assignment Of Interest

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

32. Conflict of Interest – Real or Apparent

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. The SUBRECIPIENT certifies by signing this agreement that no person under its employ or control who presently performs functions, duties, or responsibilities in connection with Jefferson County of 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

Form 9

code or standards governing the performance of persons engaged in the award and administration of subcontracts and sub-grants.

33. Monitoring Evaluation and Audit

The SUBRECIPIENT agrees to cooperate with the monitoring, evaluation and/or audit conducted by Jefferson County, AL, Alabama Department of Economic and Community Affairs, and U.S. Department of Labor, 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 requests. Such requests for modification or activity shall be in the hands of Jefferson County, AL no later than five (5) workdays prior to 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 Itemized). 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 or ~~the~~ 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

Form 9

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 and 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

Form 9

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 with 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 these 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

Form 9

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) 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 are performed in conjunction with the program under this contract, due credit will be given to the Act 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) Aft, 40 U.S.C. 276c and 18 U.S.C. 874. Also, Jefferson County may include, as a par 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 know 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

Form 9

The 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 or 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 subrecipient's shall certify and disclose accordingly.

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

50. Audit Exception Unresolved Questioned Costs/Outstanding Debts

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

51. Relocation

Form 9

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 lost 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 Dept 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

Form 9

the Purchasing agent not later than seven (7) day(s) after Purchase Order/contract date. 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

Workers Compensation and Employers Liability:

\$100,000 – Limit each occurrence

Umbrella Coverage:

\$1,000,000 -- Each occurrence

\$1,000,000 – Aggregate

Added Additional Insured By Endorsement:

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

County, Contractor and 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.

Form 9

Any violation of this certification shall constitute a breach and default of this Agreement, which shall be cause for termination. Upon such termination 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 provision of this agreement.

JEFFERSON COUNTY

SUBRECIPIENT

By: _____
W.D. Carrington, President
Jefferson County Commission

By: _____
Signatory Official

Date: _____

Date: _____

AFFIDAVIT OF CONTRACTOR
Alabama Act 2011-535

Form 10

I affirm the following:

1. I will not knowingly employ, hire for employment, or continue to employ an unauthorized alien; and,
2. I affirm that the below listed Business Organization is enrolled in the E-Verify Program, that the Business Organization listed below will remain enrolled in the E-Verify Program during the term of the contract and that every employee that is required to be verified will be verified according to the applicable federal rules and regulations; and,
3. I acknowledged that {}9 (e) Alabama Act 2011-535 authorizes the County to terminate this contract for a first violation of {}9 (a) of said Act, and requires the County to terminate this contract for a second violation of {}9 (a) of said Act.

Printed Name of Contractor (or Authorized Representative)

Title

Signature of Contractor (or Authorized Representative)

Date Signed

Name of Business Entity

Phone Number

State of _____

County of _____

Sworn to and subscribed before me on
this _____ day of _____, 20__.

NOTARY PUBLIC
My Commission Expires: _____

**REQUEST FOR
Dun & Bradstreet DUNS Number**

As required by the U.S. Department of Labor Employment and Training Administration, we are required to obtain the Dun & Bradstreet DUNS number for any agreements funded with Workforce Investment Act of 1998 funds. Additionally, the contractor's DUNS number must also be registered with Central Contractor Registration (CCR).

Dun & Bradstreet provides a DUNS Number, a unique nine digit number, for each physical location of your business.

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

You may request your DUNS Number via the Web. If one does not exist for your business location, it can be created within 1 business day. You may also request your D-U-N-S Number by phone. U.S. and U.S. Virgin Islands: 1-866-705-5711 and Alaska and Puerto Rico: 1-800-234-3867 (Select Option 2, then Option 1)

If you do not have a DUNS Number, please use the link below to access the Central Contractor Registration, which includes a link to D&B in order to secure the number, which will then need to be registered by you as noted above.

Contractor Name / Address:

CCR Website:

www.sam.gov

DUNS Number:

Certification: I hereby certify that the above DUNS Number is for our business location and it has been registered at <http://www.sam.gov> and will remain current during the term of the contract.

Signature

Date

Name (print)

Title