

Workforce Florida, Inc.

Request for Proposals for 'Workforce Education Cluster Centers'

December 17, 2004

1.0 Purpose. A critical component of Florida's economic development efforts – that is the startup, expansion, retention, and recruitment of high-value businesses – is the capacity of the education and workforce systems to efficiently and effectively deliver skilled workers to valued industries as needed. The skill sets that the workforce system promotes through the training it funds must therefore be industry-driven, readily available and adaptable to ever-changing market needs. Enterprise Florida, Inc. and the Governor's Office of Tourism Trade & Economic Development have identified key target industries that merit special focus and attention to further grow and diversify the state's economy. The idea of "*Workforce Education Cluster Centers*" is to further solidify and strengthen partnerships between the business community, public and private education providers and the public workforce system to coordinate and focus a) curriculum development and curriculum standards; b) educational research; c) incubating spin-off business development opportunities; and, d) generating a pipeline of skilled workers – from entry level to advanced – including continuous skills upgrade training as needed by the industry cluster. The Cluster Centers will utilize continuing industry involvement and input to achieve the primary goal of developing skill sets for entry level and advanced jobs and also for skills upgrades for existing workers. The Cluster Centers will function as a resource for all educational institutions in the state and will be expected to provide leadership in the on-going process of keeping Florida's workforce competitive in the identified industries.

2.0 Background. The U.S. Department of Labor awarded the State of Florida over \$1.8 million under the Workforce Investment Act (WIA) to fund innovative program(s): to provide services and activities allowed under the WIA. Florida has determined that this "*Workforce Education Cluster Centers*" initiative meets the intent of the innovative requirement and satisfies the allowed use of these funds.

The key to achieving the desired results of this initiative is that the effort be *industry-driven*, that is that the business community must play an active role from the beginning (curriculum development stage) through the rollout of the actual education or training programs and continuing beyond this initiative with the ongoing assessment of the value and applicability of the cluster centers. This initiative, therefore, is intended to set up a system of workforce skills training that meets industry needs now along with a mechanism to ensure that it continues to meet those needs in the future.

The projects that are funded as a result of this RFP **must** reflect a collaborative effort between 1) value industries represented by actual employers within the industry(ies) and business groups such as local economic development councils, chambers of commerce and business associations; 2) public/private workforce education providers to include 4-year public/private

colleges & universities, community colleges, school district technical centers and private vocational training providers; and, 3) the workforce development system represented by regional workforce boards. This RFP requires respondents to provide a detailed description of that collaboration and further requires respondents to obtain and provide documentation of that collaboration through letters of commitment from its other partners.

It is the intent of WFI to fund up to a maximum of three (3) workforce education cluster centers with the \$1.8 million available for this initiative. One of those cluster centers **MUST** be in a ‘rural community’ as defined below. This means that the highest-rated proposal designated in a rural community will be funded unless it does not meet the intent of this RFP or WFI determines that it is not of sufficient quality to be funded.

That contract(s) resulting from this RFP will be ‘performance-based’ meaning that payments will be predicated upon the delivery of products and services. It is anticipated that contract(s) will be executed within 60-90 days after award of this RFP and will expire on **June 30, 2006**.

3.0 Definitions. For purposes of this RFP the following definitions will be used:

Deliverables – These are the services that the contractor must provide and for which the contractor will be paid; they are the “product” so to speak of the contract. In that sense, deliverables are not unlike issuing a contract for the purchase of 100 computers at \$1,000/ea. In this example, as the computers are delivered and accepted, payment can be made at the rate of \$1,000 per computer. The contract(s) resulting from this RFP will include, among others, training program ***completions*** as a service to be provided; program completions therefore, will be one of the required *deliverables* under the contract(s). [See definition for ‘performance-based’ contract below]

Full-Time Employment (Placement) – A placement into a job with a minimum of thirty (30) hours per week. Such job must be ‘unsubsidized’ which means that the wages or salary must be paid by the employer rather than being paid or subsidized in whole or in part with federal funds.

Industry Cluster – Networks of compatible or competitive interrelated companies working together to strengthen the industry market.

Leveraged Funds – Funds that are added to this project in addition to the funding that WFI will provide. As an example, if a particular service would cost \$1,000 per student and the respondent is able to ‘leverage’ \$250 of that amount from outside sources, the cost to WFI would only be \$750. A respondent’s ability to “leverage” other dollars, therefore, makes WFI’s dollars go farther. Leveraged funds can be in the form of actual cash (regional board formula dollars, business/business group donations or education provider donations) added to the project or in-kind donations such as training materials, reduced fees for trainees, donated equipment, etc.

Participant – The “individuals” provided direct services under a project funded by the WIA. Some of the services provided by the contractor under this initiative, such as research and curriculum development, do not involve direct services to individuals and therefore no “participant” is involved. Other services such as actual training and job placements are considered direct services to individuals – for federal program purposes, those individuals are defined as ***participants***.

Performance-Based Contract – WFI is required by law to utilize contracts in which the contractor provides specified services or products for which WFI will then issue a specific payment. In the context of this project those services or products may include either the successful completion of FCAT after remediation as a precondition of application for training related to an occupation associated with a Cluster Center; the enrollment of youth into vocational training associated with the Cluster Center; Incumbent Worker Training Curriculum developed in connection with the Cluster Center; placement into full-time employment of those trained by education/training providers related to the cluster; or other related performances. The contract will not reimburse the contractor for expenses; the contractor’s expenses will be paid by the contractor out of the income it receives from the payments for services rendered.

Rural Communities. Special consideration will be given to funding training for businesses located in rural communities. For purposes of this initiative “rural communities” are defined as –

- 1) a county with a population of 75,000 or less; or
- 2) a county with a population of 100,000 or less that is contiguous with a county with a population of 75,000 or less; or
- 3) a municipality within a county described in 1. or 2.; or
- 4) an unincorporated federal enterprise community or an incorporated rural city, which may be located within a county not defined as rural, said city with a population of 25,000 or less and an employment base focused on traditional agriculture or resource-based industries and said city has at least three (3) or more of the economic distress factors identified by the Office of Tourism, Trade & Economic Development (OTTED), those being a) low per capita income, b) low per capita taxable resources, c) high unemployment, d) high underemployment, e) low weekly earned wages compared to state average, f) low housing values compared to state average, g) high percentage of residents on public assistance, h) high poverty level compared to state average, and i) lack of year-round employment opportunities.

Targeted Industries – These are the industries (see Attachment B) identified by the state’s economic development organization, Enterprise Florida, Inc. (EFI), as being industries of maximum growth and value to economic development efforts. In conjunction with the EFI targeted industries list, labor market statistics will be used by respondents to validate that the particular industry or industries they wish to support are projected for sustained growth within the state and their regional area. Workforce Florida retains exclusive right to determine if any area proposed in addition to those targeted industries of Enterprise Florida shall be considered for purposes of this RFP.

WIA – The federal Workforce Investment Act. Funding under the WIA comes to Florida from the U.S. Department of Labor. To use funds for training funded under WIA, participants must meet certain eligibility criteria (see Attachment A)

4.0 Qualifications of Respondents. WFI will accept proposals from Florida public or private educational or vocational training providers ONLY. The following organizations are therefore eligible to submit proposals –

- Florida school district technical centers; or,

- Florida private vocational schools that are licensed with the Commission on Independent Education; or,
- Florida community colleges; or,
- Florida public universities; or,
- Florida private colleges and universities.

A consortium of other organizations but headed by one of the above organizations may submit a proposal. However, no other organizations may be the lead organization submitting a proposal; WFI will contract with the lead organization. WFI intends to enter into a two-party contract(s) and, therefore, will NOT consider a multi-party contract. For consortia that may form to submit a proposal, the ‘lead’ organization will be the contractor for contract management and financial purposes. Non-Florida educational or vocational providers are not eligible. In evaluating the qualifications of respondents, WFI will be looking at those organizations that have relative and significant experience –

- 1) Developing or refining vocational training curricula;
- 2) Working with industry to develop/validate/assess curricula;
- 3) Partnering with a regional workforce board(s) for recruitment/referral/placement services.

5.0 Funding and Eligibility Requirements. Most of the funding that WFI utilizes for projects like the one described in this RFP comes from either the U.S. Department of Labor (USDOL) or the U.S. Department of Health and Human Services (HHS). Federal funds are normally provided to states with certain limitations on how they can be used along with eligibility requirements for the individuals who receive direct services paid for by those funds. **The funding for this particular project comes from the Workforce Investment Act (WIA) funding source.** WFI has determined that the project outlined in this RFP is an appropriate use of these federal funds. As individuals (participants) are selected for direct training/placement services to be provided under the contract resulting from this RFP, the contractor must ensure that those individuals are ‘eligible’ to receive services under WIA. Attachment A defines the eligibility requirements for individuals receiving direct services under WIA. These eligibility criteria are not intended to be all inclusive. Since these eligibility requirements are somewhat complex, the contractor will be required to enter into an agreement with the regional workforce board where services are to be provided for ‘eligibility determination’ services.

6.0 Project Scope of Services. It is the intent of this solicitation to seek innovative projects that address the goals of WFI to establish Workforce Education Cluster Centers within the state. It is intended that at least one of the Cluster Centers will be located in a rural community. The grading process of the RFP will provide an incentive for Centers located in rural areas, dealing with industries that are uniquely located in rural areas. The services to be provided by the contractor(s) selected as a result of this RFP will be provided within the following parameters:

- 6.1 It is the intent of this RFP that the educational respondents demonstrate a strong *collaboration* with businesses within the targeted industry list as well as business groups/associations as well as the regional workforce board in the area in which the workforce education cluster center will be located.

- 6.2 It is the intent of this RFP that businesses within the EFI list of **targeted industries** will be the target of training that is developed under this initiative. Such businesses within the list of targeted industries shall be supported as sustained growth businesses through **labor market statistics** projections. In addition, other industries of local importance may be submitted. Focus on such an industry would require the respondent to the RFP to convincingly outline the reasons for inclusion of the industry with those identified by Enterprise Florida by use of Labor Market Statistics, among other things, to demonstrate the impact and future potential of the industry relative to Florida's workforce.
- 6.3 It is the intent of this RFP that the cluster centers be developed and sustained through methodologies that are **industry-driven**. The contractor(s) shall ensure that the industry (businesses and business groups) is involved and supports the activities of the project from the beginning and throughout the process.
- 6.4 It is the intent of this RFP that the curricula that are developed address the skills sets identified by the industry for entry and advanced level occupations for new hires and provide needed skills upgrades for existing workers.
- 6.5 It is the intent of this RFP that mechanisms will be established to **sustain** the workforce education cluster centers beyond the funding provided through this initiative. The project description offered by respondents must therefore include plans for sustaining the cluster centers, including continued business assessment, beyond this initiative.
- 6.6 It is the intent of this RFP that mechanisms be put in place to partner the educational provider and local businesses with **regional workforce boards**. Regional workforce boards must be involved and support the activities of the project from the beginning and throughout the process and beyond the term of the contract(s). There must be included in the project description offered by respondents a plan that anticipates a linkage between the businesses/participants that will be served and regional workforce board(s) that can provide employment services to those businesses.
- 6.7 It is the intent of this RFP that respondents will **leverage other funds** for the project (see definition for leveraged funds in . 'Leveraging' funds simply means that respondents identify and commit funds from other sources to augment the funding provided WFI. Those additional or 'leveraged' funds can be in the form of cash or in-kind services. They can come from regional workforce board funds, funds (cash or in-kind) from private business or business groups/associations, educational/training provider funds or any other funding sources that enhance the value of the state-level funds provided through this process. Leveraging of additional funds accomplishes three things – 1) it helps assure the success of a program because the party providing the leveraged funds has a financial stake in the success of the project; 2) it allows WFI to get more 'bang for the buck' meaning that the project is not totally funded by WFI but rather is a combination of WFI funding and leveraged funding and, therefore, WFI's dollars go farther; and 3) it helps assure the sustainability of the project because funding has been identified that may continue beyond the term of the contract executed by WFI. The amount of leveraged funds offered will establish the amount of competitive advantage – the greater the amount of leveraged funds offered, the greater the competitive advantage. NOTE: The resulting contract(s) will REQUIRE the contractor to document the receipt and use of the leveraged funds that are

offered in the proposal. It is suggested that respondents not offer leveraged funds in their proposals unless they have specific assurance that they can commit to obtaining an using that level of funding in the contract. Documentation of obtaining and using leveraged funds WILL be a deliverable under resulting contract(s).

6.8 It is the intent of this RFP that the contractor, in conjunction with its local partners, will develop and deploy a *system for tracking the performances* of the cluster center and for sharing information with other institutions and organizations, public and private, serving the industry elsewhere in the state. As part of the performance tracking system, the contractor shall include the use of data provided through the Florida Education and Training Placement Information Program. The contractor(s) will be required to develop a mechanism for other institutions/organizations to access for assistance in their efforts.

6.9 It is the intent of this RFP that, in completing the proposal documents (Attach I & II), respondents will identify:

- Methodologies for partnering with businesses within targeted industries and business groups to ensure that the project is industry-driven;
- Methodologies for developing, validating, and sharing curricula and assessing its ongoing usefulness to the industry;
- Methodologies for recruiting businesses for employed worker training (skills upgrade) and individual trainees for either skills upgrade or entry-level vocational training.
- Methodologies for sustaining the cluster centers beyond this WFI funding (beyond June 2006).
- Methodologies for communicating and sharing the Cluster Center's resources.

7.0 Required Performances/Deliverables. The contractor(s) that is selected as a result of this RFP will be required, at a minimum, to provide the following deliverables:

7.1 Documentation (source, amount or value and use) of the receipt of leveraged funds.

7.2 Documentation of the involvement of industry (businesses and business groups) in the process through focus groups, advisory boards, validation/assessment groups, etc.

7.3 Documentation of the development of industry-driven curricula meeting the needs for entry and advanced occupations for new hires and skills upgrade training for existing workers as well as continuous updating to ensure relevancy to industry.

7.4 Documentation of the development and deployment of a system for sharing resources, curriculum, and performance tracking information with other institutions and organizations.

7.5 Documentation of the enrollment/completion/placement of participants in training.

8.0 Proposal Submittal Requirements. Respondents must utilize the documents provided in this RFP – Attachments I and II – for submitting their proposals. Each of these documents contain sections that must be completed in full. If a respondent fails to complete all sections, the proposal may be rejected. WFI has used 'tables' for requesting certain information. There is adjacent to each request

for information a ‘box’ for a response. Obviously these boxes as they appear with this RFP do not contain enough space for complete answers or responses but the boxes will expand as information is inserted. Respondents should use as much space as required to fully answer each question or request for information.

The proposed workforce education cluster centers as described in this RFP are a *comprehensive* collaboration intended to address the workforce needs of businesses within the industry cluster identified. It is understood that, since these clusters will be set up to train for entry and advanced occupations and provide skills upgrade training for existing employees, the scope of the project will necessarily be limited to one specific industry or even a subset of a single industry. In other words, WFI understands that these cluster centers cannot address *all* entry level occupations in an industry nor *all* advanced occupations in an industry nor even *all* employed worker skills upgrade needs. Respondents, therefore, will need to research the industry needs in their area and limit their responses to addressing the most pervasive or urgent needs.

Respondents must include with their proposals (Attach I & II), a one-page budget document that shows overall cost of the project and 1) where the funds are coming from (WFI and local leveraged funds) and 2) sufficient detail regarding how those funds will be spent to give WFI an idea of the cost effectiveness of the project.

DO NOT create your own tables or your own format to submit your proposal. Enter the required information on these electronic forms (Attachment I & II) and then print them out, sign where indicated and submit them as your proposal.

Respondents may attach additional information to be considered by the review team. Proposals may not exceed twenty (20) pages, including any additional information respondents may want to attach.

Respondents shall submit eight (8) copies of their proposal, one of which must contain an original signature of an official authorized to commit the educational institution to the requirements of this RFP and the representations in the proposal.

9.0 Rating Proposals and Award. Proposals will be rated by a committee overseen by WFI’s administrative entity, the Agency for Workforce Innovation (AWI), which shall tabulate and submit its findings to Workforce Florida, Inc. After a review of the findings from AWI, Workforce Florida, Inc. will make an award decision and direct AWI to issue award notices via email to all respondents. There may be a single award or multiple awards but WFI will not fund more than three (3) projects under this RFP. As described in Section 2.0, it is WFI’s intent to award at least one project to be conducted in a rural area which means that a rural project may be given preference over other non-rural projects. Among other considerations, WFI may consider the number of participants projected to be served, the cost per participant and WFI’s return on investment. WFI retains the authority to make an award it determines to be in its best interests or to reject any and all proposals. Further, WFI, in making its award decision, retains the authority to waive what it considers to be minor irregularities in the proposal or to seek clarification on certain issues from any or all respondents. In addition to the email award notice to all respondents, the notice of award will be posted on the AWI web site <http://www2.myflorida.awi/> and will be posted on the WFI web site www.workforceflorida.com

The rights of parties that may be potentially adversely affected by WFI’s award decision(s) are covered in Section 15.0 below.

The following items will be rated and points assigned as indicated for each item:

<p><i>Experience</i> (see 4.0, Pages 3 & 4) Does the respondent have experience in developing vocational curricula related to the <u>identified</u> industry? Does the respondent have experience in working with the identified industry to develop/validate/assess curricula? Does the respondent have experience partnering with a regional workforce board(s)? What was the nature of that partnership – did it relate to recruitment/referral/placement assistance?</p> <p>There are three (3) types of experience listed above. Each type will receive 0 – 5 points.</p>	<p>0 – 15 Points</p>
<p><i>Leveraged Funds</i> (see 6.7, Page 5) What level of additional funding is being offered? Is that additional funding sustainable after the expiration of this project?</p>	<p>0 – 10 Points</p>
<p><i>Project Description</i> (see 1.0, Page 1; 2.0 Pages 1 & 2; 6.0 Pages 4,5 & 6; 7.0, Page 6) This will be the critical portion of the evaluation of the respondent’s proposal. Raters will be looking at each of the following areas:</p> <ul style="list-style-type: none"> • What is the methodology the respondent will use to involve industry in the process? • What steps has the respondent taken to ensure sustainability of the project beyond the term of this initiative? • What are the occupations that will be trained for and what methodologies did the respondent utilize to select those occupations? • What will be the distribution system for the training – will it be all classroom training at respondent’s site or will it include on-site (at businesses) training and web-based training? • How will the respondent determine the unique needs of the targeted businesses, such as on-site training or evening training or weekend training or internet training, and how will those needs be met? • How will the respondent share performance tracking information with other institutions/organizations serving the industry throughout the state? • Will there be some form of industry accepted certification or recognition document that will give program completers an advantage and employers some assurance of skill sets attainment during the hiring or promotion process – in other words, how will the <u>value</u> of program completion be determined? <p>There are seven (7) bullets listed above. Each of those bullets will receive 0 – 10 points or a total of up to 70 points for this portion of the evaluation.</p>	<p>0 – 70 Points</p>

<p>Budget (see 8.0, Page 7)</p> <p>Respondents will submit a one-page projected operating budget. Since the contract will NOT be a reimbursable contract (payments won't be made for actual expenses incurred), this budget document will provide raters with an idea of how the respondent has determined its costs and whether those costs are realistic. This budget will also define how the respondent intends to devote its resources (leveraged funds and WFI funds obtained through this RFP) to meeting the intent and objectives of this initiative – is the budget heavy into ‘management’ or other costs that don't have a direct bearing on the services to be provided? How realistic are the sources of revenue and expenditures for sustaining the project beyond 6/30/06?</p>	<p>0 – 5 Points</p>
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<p>Rural Application</p> <p>Respondents may receive up to 5 points if a case is made for the <u>unique application</u> of an industry in a rural setting.</p>	<p>0-5 Points</p>
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10.0 Schedule of Events. To the extent possible, WFI will adhere to the following timelines:

December 17, 2004	Release (issuance) of RFP
January 20, 2005 2:00 PM, Eastern	Pre-Bid Conference (Non-mandatory; see 12.0 below)
February 11, 2005 5:00 PM, Eastern	DEADLINE for receipt of proposals
February 23, 2005* (on or about)	Ratings completed and notices of award sent to respondents; contract will be negotiated with the successful respondent(s) shortly after the award notice is issued.
June 30, 2006	End of contract(s)

*All respondents will receive a notice of award via email when the award decision is made. In addition, awards will be posted to the AWI & WFI web site. This date is an estimated date of award; if a respondent has not received an email award notice, that means that the award decision has not been made – please do not call and request information regarding the timing of the award.

11.0 Point of Contact. All questions regarding this solicitation must be directed **via email** to the following person prior to the pre-bid conference on January 20, 2005 –

Mike Johnson	Workforce Florida, Inc.
E-mail	mjohnson@workforceflorida.com

NOTE: Email questions are preferred to avoid any confusion or misunderstanding so please avoid ‘call-in’ questions regarding this RFP.

12.0 Pre-Bid Conference. There will be a NON-MANDATORY pre-bid conference at the offices of Workforce Florida, Inc. located at 1974 Commonwealth Lane, Tallahassee (travel directions to WFI are included on Page 14), at **2:00 PM Eastern on Thursday, January 20, 2005**. Although WFI will attempt to provide answers to questions at the pre-bid conference, those answers will not represent the official position of WFI. The ‘official’ responses to all questions received prior

to the conference and those discussed at the conference will be committed to a written 'Pre-Bid Conference Recap.' This recap will be distributed simultaneously to all known recipients of this RFP and will be posted on the WFI web site at - www.workforceflorida.com This process of publishing an 'official' recap in writing ensures that attendees do not have an advantage over potential respondents who did not attend. The recap will be issued within three (3) working days after the pre-bid conference.

NOTE: There will be NO teleconference capability for this pre-bid conference.

13.0 Contract. Once a contractor(s) is selected and negotiations are completed, there will be a formal contract executed between the organization and Workforce Florida, Inc (WFI). The contract will be a *performance-based* contract with specific deliverables, the provision and acceptance of which must be accomplished prior to the payment of funds to the contractor. Another way of describing a performance-based contract is that payment is predicated upon the delivery of specified services or products; these types of contracts DO NOT reimburse the contractor for expenses that have been incurred but rather require that contract deliverables have been timely accomplished and documented. WFI will develop the contract document to include, at a minimum, the terms and conditions stipulated herein along with a Schedule of Deliverables and Payments. The contractor shall have the opportunity to accept the terms and conditions as offered by executing the contract or may offer counter terms and conditions for consideration by WFI. None of the terms and conditions stipulated herein and defined as being a *federal* or *state* requirement may be negotiated.

The contract document will, at a minimum, contain terms and conditions that address the following issues (specific contract language may expand upon these issues):

13.1 Term. The contract will be for the period from the date of execution until June 30, 2006.

13.2 Parties. The parties to the proposed contract will be Workforce Florida, Inc. and the organization selected as a result of this solicitation, to be executed by an official of the organization duly authorized to legally bind it to contractual terms and conditions. WFI shall not be a party to any subcontract or third party contract that the contractor requires to meet the contract deliverables. The contractor shall be solely responsible for satisfying the deliverables and performance standards.

13.3 Records. The contractor will be required to maintain books, records and documents that properly and sufficiently represent expenditures of funds provided by WFI under the proposed contract and shall also maintain performance records and any and all records relative to the contract. The contractor shall provide access to any and all such records, developed by or in the possession of the contractor relative to the proposed contract, to the Agency for Workforce Innovation, the Department of Financial Services of the State of Florida, to the Auditor General of the State of Florida or to the Executive Office of the Governor of the State of Florida or their duly authorized representatives. (State of Florida contract requirement)

13.4 Nondiscrimination. The contractor may not discriminate against any client, employee or applicant for employment based on race, color, religion, sex, handicap, age or national origin and the contractor will take affirmative action to preclude such discrimination. (State and federal requirement)

13.5 Cancellation. WFI will retain the authority to cancel the proposed contract, in whole or in part, upon thirty (30) days notice to the contractor by certified mail. WFI may cancel the contract upon 24 hours notice if a breach of the contract occurs. (State of Florida requirement)

13.6 Governance. The proposed contract will be governed by and construed in accordance with the laws of the State of Florida within the jurisdiction of Leon County. (State of Florida requirement)

13.7 Other requirements. The proposed contract will incorporate the following documents included herein as the designated attachments:

Attachment C – Audit Requirements

Attachment D – Assurances and Certifications

NOTE: These ‘contract’ attachments (C & D) are included in the RFP for informational purposes only. DO NOT sign and submit them with your proposal. They will be part of the contract when it is offered.

13.8 Indemnification. WFI will include language in the proposed contract that indemnifies and holds it harmless from all claims, suits, judgments or other actions for damages arising from the intentional acts of negligence on the part of the contractor in its performance under the contract. (State of Florida requirement)

13.9 Reporting. The contractor will be required to collect and submit participant eligibility and participation data for each participant in the program, if there are any. This data is needed to create a record in the State’s One-Stop management information system (OSMIS) for tracking and reporting program performances and expenditures. The contractor **must** obtain data input training from the Agency for Workforce Innovation (AWI) in Tallahassee. Training will be provided by AWI at a mutually agreeable date and time. There will be no charge for the training which is expected to take not more than eight (8) hours. The contractor, however, will be responsible for travel to and from Tallahassee for this required training.

13.10 Program Income. Program income resulting from an award or sponsored activities shall be maintained by the contractor during the lifetime of the contract and must be added to the contract funds, either to provide additional services or to be remitted to WFI with the final closeout report, at WFI’s option. Program, income includes fees received for services performed by the contractor pursuant to the contract during the contract period, proceeds for the sale of property, usage or rental fees, and patent or copyright royalties. Program income, if any, shall be reported to WFI at least quarterly via the invoice(s). Program income not used to enhance or provide additional services shall be remitted to WFI with the final closeout report. The contract manager will regularly monitor program income.

13.11 Linking Brand. *Employ Florida* is a linking brand that Workforce Florida, Inc. has developed to assist both employers and jobseekers in locating one-stop centers and other workforce services throughout the state. It allows for one point of access via a toll-free number and a website for the purpose of locating the one-stop closest to the customer without having to know the 24 different regional names and brands or the individual service brands of their one-

stops. The *Employ Florida* brand logo will be visibly displayed at all one-stops in all twenty-four regions of the state and must also be used as appropriate or as necessary by contractors/grantees of WFI for state-level projects. If, as determined by WFI, there is a need to incorporate the statewide brand, *Employ Florida*, as a part of this Contract/Grant, WFI will provide the Contractor/Grantee with the camera ready logo and marketing instructions.

14.0 Submittal of Proposals. Proposals shall be submitted to the Agency for Workforce Innovation for receipt NO LATER THAN **5:00 PM, Eastern, February 11, 2005.** Send proposals to

**Agency for Workforce Innovation
MSC 200, Caldwell Building
107 West Madison Street
Tallahassee, Florida 32399-6545
ATTN: Jackie Phillips**

Facsimiles and e-mail proposals are not allowed.

15.0 Disputes. Workforce Florida, Inc. is a public/private corporation with specific statutory authority to enter into contracts and therefore its procurement policies and procedures are not subject to the requirements of Chapter 287, Florida Statutes. Decisions by the WFI Board of Directors or the WFI Executive Committee or duly authorized WFI officials regarding the awarding of Invitations to Bids, Requests for Proposals, contract solicitations and all other procurement actions, either through a competitive process or a non-competitive process, are final.

Potentially adversely affected parties may file a written dispute of a procurement decision within the following parameters:

1. Such disputes must be in writing, signed by the official who signed the original bid/proposal, and must state with specificity the nature of the dispute and the requested disposition. The President of WFI retains the authority to determine if the written dispute meets the criterion of specificity. Any dispute that does not meet this requirement may be dismissed without further consideration.
2. Such disputes must be received by the President of Workforce Florida, Inc. at 1974 Commonwealth Lane, Tallahassee, FL 32303, not later than seventy-two (72) working hours from the date of the notice of award. "Working hours" as used here does not include weekends (Saturdays & Sundays) or official State of Florida holidays or days the State of Florida or WFI may close its offices due to Acts of God. "Date of award" as used here means the date the email award notices are sent to respondents. Parties filing a written dispute are required to ensure timely delivery. Facsimiles that have the appropriate signature and meet all other requirements stated herein may be accepted. Any dispute that is not received by the President within this timeframe will be rejected without further consideration.
3. Parties filing a dispute are not allowed to provide additional information unless, at his discretion, the President requests clarification of submitted materials. The President may, solely at his discretion, invite the disputing party to make a personal presentation to augment the written dispute.

4. Within five (5) working days after receipt of any such valid dispute, the President will issue a final decision regarding the outcome of the disputed award notifying the party that filed the dispute and a member of the WFI Executive Committee. The Chairman of Workforce Florida, Inc. or its Board of Directors may direct the President to present disputes to the Executive Committee. No disputes of procurement actions will be presented to the Board of Directors unless, at the discretion of the Chairman, such full board review is deemed to be necessary.
5. Nothing in this dispute process is intended to imply nor should it be construed to mean such filing of a dispute places any constraint on the ability of WFI to proceed with its disputed procurement action, either in whole or in part.

**Directions to:
Workforce Florida
1974 Commonwealth Lane
Tallahassee, FL 32303
850.921.1119**

From the East

Take Interstate 10 WEST to Tallahassee EXIT 196, the SR-263/CAPITAL CIRCLE Exit (towards REGIONAL AIRPORT). EXIT and stay in LEFT LANE on the exit ramp, turn LEFT onto FL-263 S. Immediately get over to the LEFT LANE and then the LEFT TURNING LANE once you pass the I-10 East on-ramp turning lane. Go to next light which is Commonwealth Blvd. (There is a gas station on the left past that intersection.) Turn LEFT at the light; proceed about 1/2 mile to Commonwealth Lane on the left. Turn LEFT and proceed to 1974 Commonwealth Lane on left side of street. There is a Workforce Florida sign at the parking lot entrance.

From the West

Take Interstate 10 EAST to Tallahassee EXIT 196, the SR-263/CAPITAL CIRCLE Exit (towards REGIONAL AIRPORT). EXIT and turn RIGHT onto FL-263 S. Immediately get over to the LEFT LANE and then the LEFT TURNING LANE once you pass the I-10 East on-ramp turning lane. Go to next light which is Commonwealth Blvd. (There is a gas station on the left past that intersection.) Turn LEFT at the light; proceed about 1/2 mile to Commonwealth Lane on the left. Turn LEFT and proceed to 1974 Commonwealth Lane on left side of street. There is a Workforce Florida sign at the parking lot entrance.

From Regional Airport

Turn left out of airport and follow road (Capital Circle - FL-263 N). Continue on this road across Pensacola Street (FL 20), Tennessee Street (US 90), Tharpe Street and through one more light. Go to next light which is Commonwealth Blvd. (There is a Shell gas station on the right at that intersection.) Turn right at the light and go about 1/2 mile to Commonwealth Lane on the left. Turn left and proceed to 1974 on left side of street, near the end of the road (cul de sac). There is a Workforce Florida sign at the parking lot entrance.

Attachment I

Proposal Transmittal Document

‘Workforce Education Cluster Centers’

In consideration of the requirements specified in this Request for Proposals titled, “Workforce Education Cluster Centers”, as issued by Workforce Florida, Inc. (WFI) on December 17, 2004, or as may have been amended by WFI, the undersigned duly authorized official submits this proposal. The undersigned understands and agrees that where there may exist or develop a discrepancy between this proposal and the RFP issued by WFI, the RFP will take precedence.	
1. Name of Responding Educational Institution or Training Provider:	
2. Location (Mailing Address):	
3. (a) FEID #:	3. (b) If private school, CIE License #:
4. Name of Contact Person:	

a) Contact Person Phone:	
b) Contact Person E-mail Address:	
c) Contact Person Mailing Address:	
5. Printed Name of Authorized Official:	
6. Authorized Official's Signature:	Date:

NOTE: This signed Proposal Transmittal **MUST** be submitted along with Attachment II - both documents along with the required one-page budget document become the respondent's proposal. The respondent may also attach additional information as long as the total proposal – Attachments I & II, budget and any attachments – does not exceed twenty (20) pages

The deadline for receipt of proposals is 5:00 PM, Eastern, February 11, 2005

FUNDS REQUEST

1. Amount of Request:	\$			
2. Amount of Leveraged Funds:	Cash:	\$	In-Kind:	\$
3. Projected Number¹ of Trainees:				
4. Cost per Trainee: [Requested Amount (1.) ÷ Number of Trainees (3.)]	\$			

¹ See Section 6. of the application (Attachment II). 'Projected Number of Trainees' means the number to be actually enrolled in training, not the number considered or assessed for training or otherwise served without being enrolled in training.

Proposed ‘Workforce Education Cluster Center’ Project Summary

<p>1. Name of Organization:</p>		<p>2. If respondent is a private school, is it licensed with the Florida Commission on Independent Education? If yes, enter license #. If no, proposal may be rejected.</p>	<p>Response:</p>
<p>2. Experience. List the projects where the respondent has developed curricula to include</p> <ul style="list-style-type: none"> a. Dates of the project b. The specific curricula that was developed. Identify the occupation(s) for which the curricula trained. c. Describe how the curricula was validated with businesses or industry groups. Did the respondent use business focus groups or an advisory board – in other words, was there a mechanism for involving business from the beginning and throughout the process of developing the curricula? d. Was there/is there an ongoing assessment of the relevance of the curricula? Does the respondent have placement data for program completers and, if so, what does that data show? <u>What is the placement rate (%) for program completers for the curricula developed by the respondent?</u> e. Did the curricula lead to some kind of industry certification or industry recognition document that provided program completers a competitive advantage at hiring and industry some assurance of skills attainment? f. Describe the delivery system for the curricula – was it classroom only, did it have a web-based component, was it modular so it could be done on-site (at the business), was it offered by the respondent in the evenings and on weekends? <p>Respondents may list as many projects as they like but the above 6 items (a – f) must, at a minimum, be addressed for <u>each</u> project. Respondents may include other information they feel addresses the type of experience WFI is seeking.</p>			
<p>Response:</p>			

3. Partnership with Regional Board(s). Describe any relationship or ‘partnership’ the respondent has had or currently has with a regional workforce board(s). Has a regional workforce board referred participants to the respondent for training and assisted with placement of the respondent’s program completers?

Response:

4. Identify any ‘leveraged’ funds that will be added to the project (see Section 6.7). Describe the source, nature and amount of any leveraged funds.

Response:

5. Project Description. Describe the project being offered. This will obviously be the primary portion of the proposal for raters to consider and will be awarded up to 72 points. Please respond fully to each item listed below. The failure to respond to *all items* may result in the proposal being rejected.

5.(a) Describe how businesses and business groups will be involved in the project.

Response:

5.(b) How will the project be sustained beyond the term of this initiative (beyond 6/30/06)? List funding sources that will be used and describe the ongoing involvement of business and the regional workforce board(s).

Response:

5.(c) List the curricula that will be developed and identify for each whether it trains for *entry* level jobs, *advanced* level jobs or skills upgrade for *employed workers* (NOTE: All three must be addressed in the curricula that are being developed). List the occupations for which the curricula will train and describe in detail how those occupations were selected. Be sure to keep in mind that the use of the EFI Targeted Industries list (Attachment B) and local labor market information described in Section 6.2, Page 5.

Response:

5.(d) How will the training be provided – classroom, on-site at business location, web-based, combination?

Response:

5.(e) Will the training be provided at night and/or on weekends? How will unique needs of businesses be met, particularly the employed worker skills upgrade training needs?

Response:

5.(f) Describe how respondent will track performances and the mechanism the respondent will use to share performance data with other institutions and businesses throughout the state.

Response:

5.(g) What type of industry certification or recognition will be attained for the training curricula that is developed? How will the respondent obtain that certification/recognition document? Basically, in this section, the respondent must address how the training that is developed will be accepted by the industry as achieving skill sets that are needed within the industry – that acceptance will give program completers some competitive advantage during the hiring process and will give employers some assurance that applicants have achieved a level of training that is appropriate to their needs.

Response:

6. How many trainees will commence (how many will be *enrolled*) and complete (how many *completions*) training during the contract resulting from this RFP (by June 30, 2006)?

Response (specify the number of projected enrollments and completions – these performances will be considered by WFI during the award and contracting processes):

7. Attach a one-page budget that identifies the revenue that will be used for this project to include these WFI funds and any leveraged funds. The budget should also describe how those funds are projected to be spent. WFI requires that a minimum of 90% of the funds it pays out under this project go to ‘direct services to youth’ – administrative costs, therefore, cannot exceed 10%. The budget should clearly define administrative costs and costs for direct services.

Eligibility Criteria for WIA-Funded Projects

Funding for this project comes from federal Workforce Investment Act (WIA) funds that are distributed to states to be used for very specific purposes. This federal funding also contains certain eligibility requirements for the persons receiving services under contracts utilizing these funds.

Workforce Florida, Inc. has determined that this initiative is an appropriate use for these WIA funds. However, if this project includes the provision of services, such as training, to individuals known as program ‘participants’, those persons/participants must meet the eligibility criteria listed below. It will be the contractor’s responsibility to ensure that these participant eligibility criteria are met. The contractor may choose to enter into an agreement with the local regional workforce board for eligibility determination. For a directory of regional workforce boards go to WFI’s web site at www.workforceflorida.com

To be eligible for services under WIA, the person must be —

- A U.S. citizen or a non-citizen who is authorized to work in the United States.
- If a male and at least 18 years old but not 26. must be registered with the Selective Service. Verification can be obtained at (
- If over 26 years of age and not registered the person must obtain an advisory opinion letter showing that the individual did not willfully and knowingly fail to register with the Selective Service.

AND,

In addition to the above universal eligibility criteria, the person receiving services under WIA must meet the following criteria based on the ‘type’ of WIA funding being used —

1. DISLOCATED WORKER Funding Criteria:

(Documentation required for everything used to verify eligibility)

A. Terminated or laid off, or has received a notice of termination or layoff as a result of permanent closure or any substantial layoff; and

Eligible for or exhausted Unemployment Compensation (UC) or was employed but not eligible for UC, and

Unlikely to return to a previous industry or occupation

OR

B. Terminated or laid off or has received a notice of termination or layoff as a result of permanent closure or any substantial layoff, or

Plant will close within 180 days, or

General announcement of plant closure (may receive only “core” services until after layoff occurs)

OR

C. Self-employed and out of work due to general economic conditions or because of a natural disaster

OR

D. Displaced homemaker and no longer supported by family member or is unemployed or underemployed and having difficulty obtaining or upgrading employment.

INCUMBENT WORKER Funding Criteria

Eligibility criteria are determined by the State and may vary from project to project.

YOUTH (Ages 14— 21) Funding Criteria:

A. Low income as defined by WIA which means

1. Receiving public assistance, or
2. Family income (total family income for the 6-month period prior to application in relation to family size does not exceed the higher of either a) the poverty level for the 6-month period or 70% of the lower living standard income level for the 6-month period, or
3. Eligible for or receiving food stamps, or
4. Homeless, or
5. Foster child, or
6. Individual with a disability

AND,

B. Has one or more of the following barriers to employment:

1. Deficient in basic literacy skills, and/or
2. School dropout, and/or
3. Runaway or foster child, and/or
4. Pregnant or parenting, and/or
5. Offender, and/or
6. Requires additional assistance to complete an educational program or to secure and hold employment (including youth with disabilities)

NOTE: Up to 5% of youth are not required to meet the income criteria in A. provided they meet one of the criteria in B. (excluding #6) or one of the criteria listed below:

1. Are one or more grade levels below the age appropriate level, and/or
2. Possesses one or more disabilities including learning disabilities; and/or
3. Face serious barriers to employment as identified by the regional workforce board

TARGETED INDUSTRIES

Effective November 1, 2001, retail activities, utilities, mining and other extraction or processing businesses, and activities regulated by the Division of Hotels and Restaurants of the Department of Business and Professional Regulation are statutorily excluded from consideration.

MANUFACTURING FACILITIES

Chemical Manufacturing
Pharmaceutical Manufacturing
Plastics & Rubber Products Manufacturing
Computer & Electronic Product Mfg
Computer & Electronic Component Mfg
Electromedical Apparatus Mfg
Irradiation Apparatus Mfg
Laser Manufacturing
Optoelectronics Manufacturing
Reproducing Magnetic & Optical Media Mfg
Semiconductor Manufacturing
Software Reproducing
Transportation Equipment Manufacturing
Aviation & Aerospace Manufacturing
Machinery Manufacturing
Electronic Flight Simulator Manufacturing
Instruments for Measuring & Testing Electricity
Lens Manufacturing
Optical Instruments Manufacturing
Power Distribution, Generation & Technology
Electrical Equipment Manufacturing
Appliance Component Manufacturing
Fiber Optic Cable Manufacturing
Miscellaneous Manufacturing
Surgical & Medical Instrument Manufacturing
Food & Beverage Products Manufacturing
Textile Mills & Apparel Manufacturing
Wood & Paper Product Manufacturing
Printing & Related Support Activities
Metal Manufacturing
Furniture & Related Products Manufacturing

FINANCE & INSURANCE SERVICES

Nondepository Credit Institutions
Credit Intermediation & Related Activities
Securities, Commodity Contracts
Insurance Carriers
Funds, Trusts & Other Financial Vehicles

WHOLESALE TRADE

Business-to-Business Electronic Marketing

INFORMATION INDUSTRIES

Sound Recording Industries

Integrated Record Production/Distribution

Film, Video & Electronic Media

Production (Excluding temporary "on location" filming)

Postproduction Services

Information Services & Data Processing

Internet Service Providers, Web Search Portals

Data Processing Services

On-line information Services

Publishing Industries

Software Publishing

Music Publishing

Telecommunications

Satellite Communications

PROFESSIONAL, SCIENTIFIC & TECHNICAL SERVICES

Professional, Scientific & Technical

Computer Programming / Software Development

Computer System Design

Management, Scientific & Tech Services

Research and Development

Scientific and Technical Consulting Services

Simulation Training

Testing Laboratories

MANAGEMENT SERVICES

Management Services

National, International & Regional Headquarters

Offices of Bank Holding Companies

ADMINISTRATIVE & SUPPORT SERVICES

Customer Care Centers

Telephonic & On-line Business Services

Customer Support

Transaction Processing

Technical Support

Credit Bureaus* *Those industries in italics are examples of the subsection*

AUDIT REQUIREMENTS

The administration of resources awarded by the WFI to the contractor may be subject to audits and/or monitoring by the Agency for Workforce Innovation (AWI) as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), the AWI may conduct or arrange for monitoring of activities of the recipient. Such monitoring procedures may include, but not be limited to, on-site visits by the AWI staff or contracted consultants, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the AWI. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Florida Department of Financial Services or the Florida Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the recipient expends \$500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of the Federal Single Audit Act of 1996 and OMB Circular A-133, as revised. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the AWI. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1., the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than \$500,000 in Federal

awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).

4. Although the audit provisions of OMB Circular A-133 ordinarily do not apply to for-profit subrecipients, in the case of Federal funding provided by the U.S. Department of Health and Human Services, Circular A-133 does apply. See 45 CFR, Part 74.26 for further details.
5. A web site that provides links to several Federal Single Audit Act resources can be found at: <http://harvester.census.gov/sac/sainfo.html>

PART II: STATE FUNDED

This part is applicable if the recipient is a non-state entity as defined by Section 215.97, Florida Statutes (the Florida Single Audit Act).

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Executive Office of the Governor and the Comptroller; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the AWI, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(d), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. Additional information regarding the Florida Single Audit Act can be found at: <http://www.myflorida.com/myflorida/government/governorinitiatives/fsaa/index.html>.

PART III: OTHER AUDIT REQUIREMENTS Not Applicable

PART IV: REPORT SUBMISSION

1. Copies of reporting packages, to include any management letter issued by the auditor, for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this agreement shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Florida Agency for Workforce Innovation at each of the following addresses:

Mr. James F. Mathews, Inspector General
Attention: Ms. Lori Barton
Agency for Workforce Innovation
Caldwell Building
107 East Madison St.
Tallahassee, Fl. 32399-6545

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. Copies of financial reporting packages required by PART II of this agreement, including any management letters issued by the auditor, shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Florida Agency for Workforce Innovation at each of the following addresses:

Mr. James F. Mathews, Inspector General
Attention: Ms. Lori Barton
Agency for Workforce Innovation

Caldwell Building
107 East Madison St.
Tallahassee, Fl., 32399-6545

B. The Auditor General's Office at the following address:

Auditor General's Office
Room 401, Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-450

3. Any reports, management letter, or other information required to be submitted to the AWI pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
4. Recipients and sub-recipients, when submitting financial reporting packages to the AWI for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient/sub-recipient in correspondence accompanying the reporting package.

ASSURANCES AND CERTIFICATIONS

The grantor will not award a contract where the Contractor has failed to accept the ASSURANCES AND CERTIFICATIONS contained in this section. In performing its responsibilities under this agreement, the Contractor hereby certifies and assures that it will fully comply with the following:

- A. Assurances – Non-Construction Programs (SF 424 B)**
- B. Debarment and Suspension Certification (29 CFR Part 98)**
- C. Certification Regarding Lobbying (29 CFR Part 93)**
- D. Drug free Workplace Certification (29 CFR Part 98)**
- E. Nondiscrimination & Equal Opportunity Assurance (29 CFR Part 37)**

By signing the contract, the Contractor is providing the above assurances and certifications as detailed below:

- A. ASSURANCES – NON-CONSTRUCTION PROGRAMS. NOTE:** Certain of these Assurances may not be applicable to your project or program. If you have questions, please contact the Grantor agency.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
2. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of handicaps; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. ‘794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255) as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd.3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights act of 1968 (42 U.S.C. 3601 et seq.) as amended, relating to nondiscrimination in the sale, rental or financing of housing; (I) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other non-discrimination statute(s) which may apply to the application.
3. Will comply with the provisions of the Hatch Act (U.S.C. 1501-1508 and 7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

4. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874, and the Contract Work Hours and Safety Standards Act (40.327-333), regarding labor standards for federally assisted construction subagreements.
5. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in flood plains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et. seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
6. Will cause to be performed the **required** financial and compliance audits in accordance with the single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
7. Will comply with all applicable requirements of all other Federal laws, executive order, regulations and policies governing this program.

B. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTION.

The prospective Contractor certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by and Federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause of default.

Where the prospective Contractor is unable to certify to any of the statements in this certification, such prospective Contractor shall attach and explanation to this proposal [or plan].

C. CERTIFICATION REGARDING LOBBYING – Certification for Contracts, Grants, Loans, and Cooperative Agreements.

The undersigned (i.e. Contractor) certifies, to the best of his or her knowledge and belief, that:

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 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.

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 employees of Congress, or 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.

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.C. 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.

D. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS.

Pursuant to the Drug-Free Workplace Act of 1988 and its implementing regulations codified at 29 CFR 98, Subpart F. I, the undersigned Contractor, attests and certifies that the Contractor will provide a drug-free workplace by the following actions.

- 1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition.**
2. Establishing an ongoing drug-free awareness program to inform employees concerning:
 - a. The dangers of drug abuse in the workplace.
 - b. The policy of maintaining a drug-free workplace.
 - c. Any available drug counseling, rehabilitation and employee assistance programs.
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph A.

Notifying the employee in the statement required by paragraph A that, as a condition of employment under the contract, the employee will:

- a. Abide by the terms of the statement.
- b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.

Notifying the agency in writing ten (10) calendar days after receiving notice under subparagraph D.2. from an employee or otherwise receiving actual notice of such conviction. We will provide such notice of convicted employees, including position title, to every Grant officer on whose Grant activity the convicted employee was working. The notice shall include the identification number(s) of each affected contract/Grant.

Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph D.2., with respect to any employee who is so convicted.

- a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 as amended.
- b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local, health, law enforcement or other appropriate agency.

Making a good faith effort to continue to maintain a drug-free workplace through implementation of this entire certification.

Notwithstanding, it is not required to provide the workplace address under the contract. As of today, the specific sites are known and we have decided to provide the specific addresses with the understanding that if any of the identified places change during the performance of the contract, we will inform the agency of the changes. The following are the sites for the performance of work done in connection with the specific contract including street address, city, county, state and zip code:

Check () if there are workplaces on file that are not identified here.

Check () if an additional page was required for the listing of the workplaces.

E. NONDISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE:

As a condition to the Contractor the Contractor assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

- (1) Section 188 of the Workforce Investment Act of 1998 (WIA) which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex national origin, age disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I B financially assisted program or activity;
- (2) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color and national origin;
- (3) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
- (4) The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
- (5) Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The Contractor also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIA Title I – financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIA Title I – financially assisted program or activity. The Contractor understands that AWI and the United States has the right to seek judicial enforcement of the assurance.

Print Name and Title of Authorized Representative

Contractor

Signed: _____
Date