



**DeKalb County
Department of Purchasing and Contracting**

Maloo Administration Building, 1300 Commerce Drive, 2nd Floor, Decatur, Georgia 30030

March 18, 2019

**INVITATION TO BID (ITB) NO. 19-101091
FOR
BUSINESS SERVICES (SECTOR STRATEGIES) FOR WIOA ADULTS, DISLOCATED
WORKERS, AND YOUTH (MULTI-YEAR CONTRACT WITH 1 OPTION TO RENEW)
DEKALB COUNTY, GEORGIA**

Procurement Agent:	Randy Webb
Phone:	404-371-2019
Email:	rwebb@dekalbcountyga.gov
Deadline for Submission of Questions:	5:00 P.M. ET, March 29, 2019
Bid Opening:	3:00 P.M. ET, April 8, 2019

FIRM'S NAME AND ADDRESS: (Street, City, State and Zip Code. Type or print): Federal Tax ID No. _____ ARE YOU A DEKALB COUNTY FIRM? Yes ___ No ___	TELEPHONE AND FAX NUMBERS WITH AREA CODE: Phone: _____ Fax: _____ E-mail: _____
SIGNATURE OF PERSON AUTHORIZED TO SIGN BID AND DATE: _____	SIGNER'S NAME AND TITLE (Type of Print): _____

THE RESPONSIBILITY FOR SUBMITTING A RESPONSE TO THIS BID TO THE DEPARTMENT OF PURCHASING AND CONTRACTING OF DEKALB COUNTY GOVERNMENT ON OR BEFORE THE STATED DATE AND TIME WILL BE SOLELY AND STRICTLY THE RESPONSIBILITY OF THE BIDDER.

Babble Notice

IMPORTANT! This document contains **important information** about your rights, responsibilities and/or benefits. It is critical that you understand the information in this document, and we will provide the information in your preferred language at no cost to you. **Call WorkSource DeKalb at (404) 687-3400/www.worksourcedekalb.org** for assistance in the translation and understanding of the information in this document.

Spanish: ¡IMPORTANTE! Este documento contiene **información importante** sobre sus derechos, responsabilidades y/o beneficios. Es importante que usted entienda la información en este documento. Nosotros le podemos ofrecer la información en el idioma de su preferencia sin costo alguno para usted. **Llame al WorkSource DeKalb at (404) 687-3400/www.worksourcedekalb.org** para pedir asistencia en traducir y entender la información en este documento.

Chinese – Traditional: 重要須知! 本文件包含**重要資訊**，事關您的權利、責任，和／或福利。請您務必理解本文件所含資訊，而我們也將使用您偏好的語言，無償為您提供資訊。**請致電 WorkSource DeKalb at (404) 687-3400/www.worksourcedekalb.org** 洽詢翻譯及理解本文件資訊方面的協助。

Vietnamese: LƯU Ý QUAN TRỌNG! Tài liệu này chứa **thông tin quan trọng** về quyền hạn, trách nhiệm và/hoặc quyền lợi của quý vị. Việc hiểu rõ thông tin trong tài liệu này là rất quan trọng, và chúng tôi sẽ cung cấp miễn phí cho quý vị thông tin này bằng ngôn ngữ mà quý vị ưa dùng. **Hãy gọi WorkSource DeKalb at (404) 687-3400/www.worksourcedekalb.org** để được hỗ trợ về việc thông dịch và hiểu thông tin trong tài liệu này.

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French : IMPORTANT! Le présent document contient **des informations importantes** sur vos droits, vos responsabilités et/ou vos avantages. Il est essentiel que vous compreniez les informations figurant dans ce document, et nous vous fournirons gratuitement les informations dans la langue de votre choix. **Appelez au WorkSource DeKalb at (404) 687-3400/www.worksourcedekalb.org** pour obtenir de l'aide pour la traduction et la compréhension des informations contenues dans le présent document.

Haitian Creole: ENPÒTAN! Dokiman sa a gen **enfòmasyon enpòtan** ladan konsènan dwa, responsablite ak/oswa avantaj ou yo. Li ap vrèman enpòtan pou ou konprann enfòmasyon yo ki nan dokiman sa a, epi n ap ba ou enfòmasyon sa yo nan lang ou prefere a gratis. **Rele WorkSource DeKalb at (404) 687-3400/www.worksourcedekalb.org** pou jwenn asistans pou tradui ak pou konprann enfòmasyon ki nan dokiman sa a.

Portuguese: IMPORTANTE! Este documento contém **informações importantes** sobre os seus direitos, responsabilidades e/ou benefícios. É essencial que compreenda as informações constantes neste documento, as quais disponibilizaremos, gratuitamente, na língua à sua escolha. **Contacte o número WorkSource DeKalb at (404) 687-3400/www.worksourcedekalb.org** para solicitar ajuda para traduzir e compreender as informações contidas neste documento.

Arabic

مهم! يحتوي هذا المستند على **معلومات مهمة** حول حقوقك ومسؤولياتك و/أو فوائدها. من الأهمية بمكان فهم المعلومات الواردة في هذا المستند، وسنوفر المعلومات بلغتك المفضلة دون تحميلك أي تكلفة. **اتصل على الرقم WorkSource DeKalb at (404) 687-3400/www.worksourcedekalb.org** للحصول على مساعدة في ترجمة المعلومات الواردة في هذا المستند وفهمها.

Russian: ВАЖНО! В настоящем документе содержится **важная информация** о ваших правах, обязанностях и/или преимуществах. Крайне важно, чтобы вы поняли информацию, содержащуюся в данном документе, а мы бесплатно предоставим вам эту информацию на выбранном вами языке. **Позвоните по телефону WorkSource DeKalb at (404) 687-3400/www.worksourcedekalb.org** для получения помощи в переводе и понимании информации, содержащейся в данном документе.

Korean: 중요! 본 문서는 귀하의 권리, 책임 및/또는 이익에 관한 **중요한 정보**를 포함하고 있습니다. 귀하가 본 문서에 있는 정보를 이해하는 것은 대단히 중요하며, 귀하가 원하는 언어로 정보를 제공받으실 수 있습니다. **WorkSource DeKalb at (404) 687-3400/www.worksourcedekalb.org** 로 전화하여 본 문서에 있는 정보의 번역 및 이해를 위해 도움받으시길 바랍니다.

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WorkSource DeKalb is an EEO/M/F/D/V employer/program. Auxiliary aids/services are available upon request to individuals with disabilities. Persons with hearing impairments may call 1-800-255-0135 or 711 (TTY) for assistance. WorkSource DeKalb is 100% funded by the U.S. Department of Labor and is a proud partner of the American Job Center Network.

INVITATION TO BID OVERVIEW

A. PURPOSE:

DeKalb County Government (the County) is soliciting bids for **ITB No. 19-101091 for Business Services (Sector Strategies) for WIOA Adults, Dislocated Workers, and Youth (Multi-year Contract with 1 Option to Renew)** from responsible bidders.

B. GENERAL INFORMATION:

1. BID TIMETABLE:

The anticipated schedule for the bid process is as follows:

Date Issued:	March 18, 2019
Deadline for Submission of Questions:	5:00 P.M. ET, March 29, 2019
Bid Opening:	<u>3:00 P.M. ET, April 8, 2019</u>
Bids Valid Until:	Bids shall be valid for 90 days from and including the bid opening date.

Sealed bids are to be addressed and delivered to:

DeKalb County Department of Purchasing and Contracting
Maloof Administration Building
1300 Commerce Drive, 2nd Floor
Decatur, Georgia 30030, not later than **3:00 P.M. ET, April 8, 2019.**

Submit **one original bid package** (inclusive of the entire Invitation to Bid document and required documents) stamped “Original” and **two sealed identical copies** stamped “Copy” of the bid package to the address listed above.

2. CONTACT PERSON:

The contact person for this bid is **Randy Webb, Senior Procurement Agent– Team A**. General inquiries concerning the meaning or interpretation of this Invitation to Bid (ITB) may be requested from the contact person via telephone at 404-371-2019 or via email at rwebb@dekalbcountyga.gov. Questions and requests for information or clarification concerning the specifications in this ITB must be submitted to the above listed contact person via email no later than the date and time listed in the bid timetable. Questions and requests received after the above stated time or sent to anyone other than the listed contact person will not receive a response or be the subject of addenda.

3. QUESTIONS:

All requests must be in writing. Any explanation desired by a bidder regarding the meaning or interpretation of the Invitation to Bid, drawings, specifications, requirements, etc., must be requested in writing and with sufficient time allowed for a reply to reach bidders before the submission of their bids. If any statement in the bidding documents, specifications, plans, etc., appear ambiguous to the Bidder, Bidder is specifically instructed to make a written request to the Department of Purchasing and Contracting as outlined *in* the preceding sentence. Any information given to a prospective bidder concerning an Invitation to Bid will be furnished to all prospective bidders, as an addenda to the Invitation, if such information is necessary to bidders in submitting bids on the Invitation or if the lack of such information would be prejudicial to uninformed bidders. Oral explanations or instructions given before the award of the contract will not be binding. **Questions must be submitted no later than 5:00 pm EST on “March 29, 2019.”**

4. ADDITIONAL INFORMATION/ADDENDA:

The County will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the bid opening date. Bidders should not rely on any representations, statements or explanations other than those made in this ITB or in any addendum to this ITB. Where there appears to be a conflict between the ITB and any addenda issued, the last addendum issued will prevail. It is the responsibility of the Bidder to ensure awareness of all addenda issued for this solicitation. Please acknowledge the addenda and submit to the DeKalb County Department of Purchasing and Contracting as requested. Bidders may contact the above listed contact person to verify the number of addenda prior to submission. Addenda issued for this ITB will be posted on DeKalb County's website, http://www.dekalbcountyga.gov/purchasing/pc_index_formal_solicitations.html. Bidder should regularly check the County's website for addenda.

INVITATION TO BID PROCEDURES

A. BIDDER INFORMATION:

1. Failure to return all pages of this Invitation to Bid may result in bid being deemed non-responsive.
2. Minimum specifications are intended to be open and non-restrictive. Bidders are invited to inform the DeKalb County Department of Purchasing and Contracting whenever specifications or procedures appear not to be fair and open. Such information should be supplied as early in the procurement process as possible. Information received in less than five (5) days prior to the scheduled bid opening will not be acted upon unless the DeKalb County Department of Purchasing and Contracting rules that it is in the best interest of the County to consider.
3. By submitting a bid, Bidder warrants that any goods or services supplied to DeKalb County Government meet or exceed the specifications set forth in this solicitation.
4. If any supplies, materials, and equipment are used to provide services under the contract resulting from this solicitation, then such items shall be new and in first-class condition.
5. Time of delivery is a part of the solicitation and an element of the contract that is to be awarded. If the Bidder cannot meet the required service delivery dates, a bid should not be submitted. Failure to deliver in accordance with the contract could result in the Successful Bidder (hereinafter referred to as Contractor) being declared in default.
6. Bid Withdrawal
Bids may be withdrawn at any time prior to the bid opening. After bids have been publicly opened, withdrawal of bids shall be based upon Part 3, Section IV, F. within the DeKalb County Purchasing Policy.
7. Expenses of Preparing Responses to this ITB
The County accepts no responsibility for any expenses incurred by Bidders who submit bids in response to this ITB. Such expenses are to be borne exclusively by the Bidders.
8. It is the responsibility of each Bidder to ensure that its submission is received by 3:00 p.m. on the bid due date. The time/date stamp clock located in the Department of Purchasing & Contracting shall serve as the official authority to determine lateness of any bid. The bid opening time shall be strictly observed. Be aware that visitors to our offices will go through a security screening process upon entering the building. Bidders should plan enough time to ensure that they will be able to deliver their submission prior to our deadline. Late submissions, for whatever reason, will not be evaluated. Bidders should plan their deliveries accordingly. Telephone or fax bids will not be accepted.
9. Federal Work Authorization
Pursuant to O.C.G.A. §13-10-91, the County cannot enter into a contract for the physical performance of services unless the Contractor, its Subcontractor(s) and sub-subcontractor(s), as that term is defined by state law, register and participate in the Federal Work Authorization Program to verify specific information on all new employees. The Bidder certifies that he/she has complied and will continue to comply throughout the contract term with O.C.G.A. §13-

10-91 and any related and applicable Georgia Department of Labor Rule. Contractor agrees that in the event it employs or contracts with any Subcontractor(s) in connection with this contract, Contractor will secure from each Subcontractor an affidavit that certifies the Subcontractor's current and continuing compliance with O.C.G.A. §13-10-91 throughout the contract term. Each Subcontractor agrees that in the event it employs or contracts with any sub-subcontractor(s), each Subcontractor will secure from each sub-subcontractor an affidavit that certifies the sub-subcontractor's current and continuing compliance with O.C.G.A. §13-10-91 throughout the contract term.

10. First Source Jobs Information

The DeKalb County First Source Jobs Ordinance requires contractors or beneficiaries entering into any type of agreement with the County, including purchase orders, regardless of what they may be called for the procurement or disposal of supplies, services, construction projects, professional or consultant services, which is funded in whole or part with County funds or County administered funds in which the contractor is to receive \$50,000 or more in County expenditures or committed expenditures and recipient of urban redevelopment action grants or community development block funds administered in the amount of \$50,000 or more make a good faith effort to hire DeKalb County residents for at least 50% of jobs using the First Source Registry (candidate database). The work to be performed under this contract is subject to the provisions of the DeKalb County First Source Jobs Ordinance.

For more information on the First Source Jobs Ordinance requirement, please contact WorkSource DeKalb at www.dekalbworkforce.org or 404-687-3400.

11. Sample County Contract

The attached sample contract is the County's standard contract document, which specifically outlines the contractual responsibilities and will be executed by the Successful Bidder. All bidders should thoroughly review the document prior to submitting a bid. Any proposed revisions to the terms or language of this document must be submitted in writing with the bid. Since proposed revisions may result in a bid being rejected if the revisions are unacceptable to the County, bidders should review any proposed revisions with an officer of the firm having authority to execute the contract. No alterations can be made in the contract after award is made.

12. Required Signatures

Bids must be signed by an officer or agent of the firm having the authority to execute contracts.

13. Ethics Rules

Bidders are subject to the Ethics provision within the DeKalb County Purchasing Policy; the Organizational Act, Section 22A, the Code of DeKalb County; and the rules of Executive Order 2014-4. Any violations will be addressed, pursuant to these policies and rules.

To the extent that the Organizational Act, Section 22A, the Code of DeKalb County, and the rules of Executive Order 2014-4 allow a gift, meal, travel expense, ticket, or anything else of value to be purchased for a CEO employee by a contractor doing business with the County, the contractor must provide written disclosure, quarterly, of the exact nature and value of the purchase to the Chief Integrity Officer, if created, or the Finance Director or his/her designee. Every contractor conducting business with the County will receive a copy of these ethical rules at the time of execution of the contract.

14. Business License

Bidders shall submit a copy of its current, valid business license with its Bid. Georgia companies are to submit a valid county or city business license. Bidders that are not Georgia companies are to provide a certificate of authority to transact business in the State of Georgia and a copy of a valid business license issued by its home jurisdiction. If Bidder holds a professional certification which is licensed by the state of Georgia, then Bidder may submit a copy of its valid professional license with Bidder's bid unless the Minimum Specifications require submittal with the bid. Any license submitted in response to this ITB shall be maintained for the duration of the contract.

B. BID SUBMITTAL:

1. All bids should be completed in ink or typewritten. Errors should be crossed out and corrections entered in ink or typewritten adjacent to the error. The person signing the bid should initial corrections in ink.
2. Bidders shall complete and submit Attachment A - Required Documents Checklist and all documents responsive to this requirement with the bid submittal.
3. If applicable, provide evidence that the Bidder is a DeKalb County Firm.
4. Bids must be submitted in a sealed envelope(s) or box(es) with the Bidder's name and **"ITB No. 19-101091 for Business Services (Sector Strategies) for WIOA Adults, Dislocated Workers, and Youth (Multi-year Contract with 1 Option to Renew)"** on the outside of each envelope or box. All Bidders delivering submittals via delivery services, please place the sealed bid envelope(s) or box(es) inside the delivery service envelope(s) or box(es). Bidders are responsible for informing any delivery service of all delivery requirements. No responsibility shall attach to the County for the premature opening of a submission not properly addressed and/or identified. The Decatur postmaster will not deliver certified or special delivery mail to specific addresses within DeKalb County Government.

C. CONTRACT AWARD:

1. Bids submitted will be evaluated and recommended for award to the lowest, responsive, and responsible Bidder(s).
2. The intent of this bid is to make an all-award; however, the County reserves the right to make multiple awards, whichever is in the best interest of DeKalb County.
3. The County reserves the right to reject any and all bids, to waive informalities, and to re-advertise.
4. The judgment of DeKalb County Purchasing and Contracting on matters, as stated above, shall be final. The County reserves the right to decide which Bid will be deemed lowest, responsive and responsible.

GENERAL TERMS AND CONDITIONS

- A.** In the event of a conflict between any provisions contained in any of the documents governing this transaction, the following shall be the order of precedence: Change Orders or modifications; the executed contract, Bidder's accepted bid; and the County's ITB.
- B.** The Bidder's services shall include all things, personnel, and materials necessary to provide the goods or services that are in compliance with the specifications as authorized by the County.
- C.** Bidder extends to the County the option to renew the contract for one (1) additional one-year term, under the same price(s), terms and conditions, and in accordance with Paragraph F, *Term*.

D. DELIVERY:

Delivery of services or goods will commence within ten (10) days of receipt of Notice to Proceed.

E. SILENCE OF SPECIFICATIONS:

The apparent silence of these specifications and any supplemental specifications as to any details, or the omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size and design are to be used. All workmanship is to be first quality. All interpretations of this specification shall be made upon the basis of this statement, with County interpretation to prevail.

F. TERM:

The Contractor shall commence the Work under this Contract within ten (10) days from the acknowledgement of receipt of the Notice to Proceed. As required by O.C.G.A §36-60-13, this Contract shall (i) terminate without further obligation on the part of the County each and every December 31st, as required by O.C.G.A. § 36-60-13, as amended, unless terminated earlier in accordance with the termination provisions of this Contract; (ii) automatically renew on each January 1st unless terminated in accordance with the termination provisions of this Contract; and (iii) terminate absolutely, with no further renewals, on June 30, 2021, unless extended by Change Order adopted and approved by the DeKalb County Governing Authority and the Contractor in accordance with the terms of this Contract. Prior to the expiration of the Initial Term, the parties have the option to renew this agreement for a First Annual Renewal Term of twelve (12) calendar months and is only effective upon adoption and approval by the DeKalb County Governing Authority and the Contractor in accordance with the terms of this Contract.

G. PRICING:

- 1. Alterations to the Price Schedule may result in the Bidder being deemed non-responsive and its bid may be rejected.
- 2. By submission of this bid, the bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization that in connection with this procurement:

- a. The prices in this bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor,
- b. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly to any other bidder or to any competitor: and
- c. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.

H. GEORGIA OPEN RECORDS ACT:

Without regard to any designation made by the person or entity making a submission, DeKalb County considers all information submitted in response to this invitation or request to be a public record that will be disclosed upon request pursuant to the Georgia Open Records Act, O.C.G.A. §50-18-70 et seq., without consulting or contacting the Responder person or entity making the submission, unless a court order is presented with the submission. Bidders or Responders may wish to consult an attorney or obtain legal advice prior to making a submission.

I. COOPERATIVE PROCUREMENT:

The County through the Department of Purchasing & Contracting may permit piggybacks to this contract from other city, county, local authority, agency, or board of education if the contractor will extend the same prices, terms, and conditions to such entity. Piggybacking shall only be available where competition was used to secure the contract and only for a period of 12-months following entry, renewal or extension of the contract. This provision shall not apply to any contract where otherwise prohibited or mandated by state law.

INTRODUCTION

II. Background

The Workforce Innovation and Opportunity Act (WIOA) was signed into law on July 22, 2014 by President Barack Obama. WIOA became effective on July 1, 2015. WIOA reauthorizes the Workforce Investment Act (WIA) of 1998 and includes amendments to the following legislative titles:

A. Title I – Workforce Development Activities:

- Authorizes job training and related services to unemployed or underemployed individuals (Adults, Dislocated Workers and Youth) and establishes the governance and performance accountability system for WIOA. Administered through the United States Department of Labor, Employment & Training Administration (DOLETA).

B. Title II – Adult Education and Literacy:

- Authorizes education services to assist adults in improving their basic skills, completing secondary education, and transitioning to postsecondary or advanced education. Administered through the United States Department of Education (DoED).

C. Title III – Amendments to the Wagner-Peyser Act of 1933:

- Amends the Wagner-Peyser Act of 1933 to integrate the U.S. Employment Service (ES) into the One-Stop system authorized by WIOA. Administered through the United States Department of Labor, Employment Services (DOLES).

D. Title IV – Amendments to the Rehabilitation Act of 1973:

- Amends the Rehabilitation Act of 1973 to authorize employment-related vocational rehabilitation services to individuals with disabilities to integrate vocational rehabilitation into the One-Stop system. Administered through United States, Department of Education (DoED).

WIOA serves as the primary workforce development legislation intended to strengthen, bring strategic coordination, and align investments and innovative practices among workforce, education, and economic development providing customers with access to the highest quality of services that lead to in-demand career opportunities. For more information on WIOA, use the following links to access relevant Federal and State directives/guidance:

Federal laws, regulations, guidance and other information on WIOA can be found here: <https://www.doleta.gov/WIOA/>.

WorkSource DeKalb's Policies and Procedures Manual can be found here: [WorkSource DeKalb Workforce Innovation and Opportunity Act Grievance:Complaint Procedures and Equal Opportunity Policy.pdf](#).

The Office of Management and Budget's (OMB's) Guidance for Grants and Agreements can be found here: <https://www.ecfr.gov>.

State WIOA Policy and Guidance can be found here: <https://www.georgia.org/competitive-advantages/workforce-education#block2>.

The WorkSource DeKalb Board (WSDB) is a 22-member board established to administer workforce services and oversee the implementation of WIOA in the DeKalb Local Workforce Development Area, a One Stop facility located in Decatur, Georgia. This area is identified as

Region 3, Area 5, as defined by the Georgia Department of Economic Development, Workforce Division. DeKalb County Government serves as the fiscal and administrative agent, and workforce grant sub-recipient, for the WSDB via WorkSource DeKalb. As such, WorkSource DeKalb (WSD) is charged with providing staff support to the WSDB and implementing WIOA programs and services under direction of the WSDB. For more information about WSDB and the local and regional workforce plans, visit <http://www.worksourcedekalb.org>.

III. Objectives

The objectives of this solicitation are as follows:

- A. To select a qualified contractor to implement Sector Strategies utilizing the State (TCSG) High Demand Occupations List (see Definitions) under the Workforce Innovation and Opportunity Act of 2014 (WIOA) in DeKalb County, Local Workforce Development Area 5. A copy of the WIOA regulations may be accessed via the U.S. Department of Labor website at <https://www.doleta.gov/WIOA/>.
- B. Promote employer involvement in workforce planning and the development of workforce solutions, especially small and medium-size businesses.
 - Sponsor (quarterly, minimum of 4) after-hours events/receptions extending an invitation to the business community as an opportunity to both present and introduce WorkSource DeKalb.
 - Work closely with chambers to develop and nurture relationships with the business community. (Shall submit a monthly report detailing all engagement.)
 - Host networking events to present services and programs to a captive audience as well as market the agency to the business community. (Minimum of 1 per month along with log of events.)
 - Work closely with state employer committees on an ongoing basis to foster strong working relationships and promote WorkSource by word-of-mouth.
 - Utilize LinkedIn as a form of advertising services and encouraging engagement on an ongoing basis.
- C. Integrate Workforce Development with Metro Atlanta Economic Development efforts to enhance business retention and growth.
 - Collaborate with partners such as the Department of Labor to conduct job fairs twice a year including at least 5 of the High Demand Career Initiative (HDCI) employers.
 - Conduct customized recruitments and provide a log of activity.
 - Pre-screening services focused on quality vs quantity.

- D. Lead efforts to respond to industry and customer needs with sector-based solutions.
- Respond to inquiries and follow-up timely (48-to-72-hour window).
- E. Strengthen Metro Atlanta employer connections via the HDCI to grow work-based learning and non-traditional training opportunities such as:
- Apprenticeships, pre-apprenticeships
 - On-the-job training/internships for adult and youth job seekers.
 - Provide site tours for participants to foster a true sense of direction regarding career interests.
- F. Provided services shall advance the overall mission of WIOA by incorporating the three hallmarks of excellence in the daily operation.

WIOA's three (3) hallmarks of excellence are:

1. The needs of businesses and workers drive workforce solutions and local boards are accountable to communities in which they are located.
2. One-Stop Centers (or American Job Centers) provide excellent customer service to jobseekers and employers and focus on continuous improvement.
3. The workforce system supports strong regional economies and plays an active role in community and workforce development.

The qualified contractor(s) shall demonstrate the capacity to effectively manage statewide services consistent with the WorkSource DeKalb (WSD) one-stop service delivery model; commit to several program elements deemed by the WSDB to be required components of the WIOA Adults, Dislocated Workers, and Youth program designs; and recognize the direct oversight and leadership role that WSD shall maintain in managing service delivery contracts. The overall purpose of the WIOA Adults, Dislocated Workers, and Youth program is to provide viable pipelines to assist with the employment and training opportunities of eligible WIOA Adults, Dislocated Workers, and Youth.

- G. To establish WIOA funding for each program year as determined by the United States Department of Labor (USDOL), based on an established formula for WIOA State Formula Funds awarded to each state. In the State of Georgia, those funds are then allocated to the Local Areas using a formula determined by the State. For local Adults, Dislocated Workers, and Youth awards, funding is awarded and effective in two phases: (1) effective on July 1st and on October 1st of each year. The funding amount in this ITB is an estimate only. **The estimate is subject to federal budgetary policy decisions. Funding of contracts will be according to actual availability of funds. All funding under this ITB is contingent upon WorkSource DeKalb's receipt of funds.**

The Business Services (Sector Strategies) for WIOA Adults, Dislocated Workers, and Youth Funding will be as follows:

Adult Program Formula Funding

- *Initial 2-Year Term: \$150,000.00*
 - *Renewal Term: \$75,000.00*
- Total Adult Program funding: ***\$225,000.00***

Dislocated Worker Program Formula Funding

- *Initial 2-Year Term: \$150,000.00*
 - *Renewal Term: \$75,000.00*
- Total Dislocated Worker Program funding: ***\$225,000.00***

Youth Program Formula Funding

- *Initial 2-Year Term: \$150,000.00*
 - *Renewal Term: \$75,000.00*
- Total Youth Program funding: ***\$225,000.00***

Total Business Services (Sector Strategies) funding: ***\$675,000.00***

Note: The above amounts are provided for planning purposes only, both in total and for county allocations, and does not commit WorkSource DeKalb (WSD)/WSDB or DeKalb County Government to award a contract(s) for this amount. The Respondent is responsible for proposing a reasonable total cost for delivering the services described in this ITB not to exceed the amounts indicated above. Funding and corresponding service delivery during the contract period may be adjusted due to changes in funding received and/or county allocation rate changes. ***This bid will be for WIOA Adults, Dislocated Workers, and Youth.***

- H. The initial contract term under this solicitation is from July 01, 2019 through June 30, 2021. Provided that measurable outcomes are successfully achieved and that sufficient funds are available, WorkSource DeKalb Board (WSDB) will have the option to extend the contract for up to one (1) additional one-year period contingent upon approval by the Governing Authority.

Note: *The option to extend is not guaranteed and the award of the initial contract does not imply an exercise of the option to extend and is based on award from USDOL and State allocations to WorkSource DeKalb. The option to extend is at the discretion of DeKalb County based on performance & grant funding availability, and is not guaranteed.*

I. Renewal

- Provided that measurable outcomes are successfully achieved and that sufficient funds are available, WSDB will have the option to renew the contract for up to one (1) additional one-year period with contingent upon approval by the Governing Authority.
- Note: The option to renew is not guaranteed and the award of the initial contract does not imply an exercise of the option to renew, and it is based on award from USDOL and State allocations to WorkSource DeKalb. The option to renew is at the discretion of DeKalb County and is not guaranteed.

J. Budget

Provided that measurable outcomes are successfully achieved and that sufficient funds are available, WSDB will have the option to renew the contract for up to one (1) additional one-year period (hereby defined as 12 calendar months). The estimated Funding Available for this ITB for only the Initial Term is an amount not to exceed \$75,000.00 per one-year period in each respective service category. Therefore, the estimated Total Funding Available for this ITB for only the Initial Term is an amount not to exceed \$150,000.00 in each respective service category.

- Adult
- Dislocated Worker
- Youth

IV. The HDCI Occupations List for the Technical College System of Georgia

- A. Aerospace
 - Aviation, Aeronautics, Astronautics
- B. Agribusiness
- C. Business Services
- D. Construction
- E. Education
- F. Energy & Environment
- G. Entertainment
 - TV, Film, Media
- H. Hospitality and Tourism
- I. Information Technology
- J. Life Sciences
- K. Logistics & Transportation
- L. Manufacturing

*More information regarding The HDCI Occupations List can be found by visiting:
<https://tcsge.edu/workforce-development/high-demand-career-initiative/hdci-occupations-list/>

IV. Qualification Requirements

The Bidder submitting a bid must meet the minimum qualifications listed below in order to have its bid considered.

- A. Within the past 10 years, Bidder's agency/organization must have a minimum of one (1) – two (2) years of experience with employment and training programs (e.g. Welfare to Work) similar in size and scope of the requirements detailed in this ITB. Bidder shall provide a minimum of three (3) professional references supporting its years of experience using the Reference and Release Form attached hereto as Attachment B.
- B. Bidder must have a minimum of one (1) – two (2) years of experience in managing grant funds. Bidder shall provide a summary not exceeding one (1) page detailing its experience in managing grant funds.
- C. The Bidder shall provide a summary of any occurrence of its failure or refusal to complete a contract with a governmental entity for which Bidder was providing services. This shall specifically state whether the Bidder or affiliated organization was found in material breach of the contract and the reasons why the contract was terminated or cancelled. If the Bidder has been found in material breach of a governmental contract or if the Bidder "walked away" from its obligations under a governmental contract within the last five (5) years, the Bid may be rejected as not complying with Minimum Qualifications. If Bidder has not failed or refused to complete a contract with a governmental entity, a statement to that effect shall be provided.
- D. Bidders must be financially stable. Bidders must provide financial statements for the last three (3) years that evidences the bidder's financial capabilities to perform the scope of work. (Audited statements are preferable but a minimum of balance sheet, income statement and cash flow statement may be accepted.) Provide year of incorporation (if applicable). Statements shall be reviewed by the DeKalb County Department of Finance for financial stability of bidders. The County shall have the right to decide which bidder(s) are financially stable using the identical method of evaluation for each bidder.
- E. Bidder shall provide a written statement certifying that all offices used for the performance of services under any contract awarded under this ITB is ADA Compliant. The County reserves the right to perform a site visit as a part of the evaluation process. If Bidder's offices are not ADA compliant, the Bid may be rejected as not complying with Minimum Specifications.

MINIMUM SPECIFICATIONS

I. Inclusions

- A. Service to all WIOA eligible participants enrolled with WSD during the contract period.
- B. Services can be remote or on site; however, **all files must remain at WSD at all times. Selected must ensure all follow-up case notes and/or documentation are placed in each file by the end of each month.**
- C. Supplies and other materials along with copies are to be supplied by the contractor.

II. Assurances and Certifications

The Contractor assures WorkSource DeKalb (WSD) that he/she will comply with the Workforce Innovation and Opportunity Act (WIOA) Public Law 105-220 or any subsequent regulation; 20 CFR Part 652 et al. or any subsequent regulation; and associated OMB Circulars such as A-87, A-21, A-102, A-122, A-110, A-133, etc. or any subsequent regulations; and any Georgia Department of Economic Development, Workforce Division and/or WSD requirements. In the event that the Assurances are updated (see Attachment K, *Assurances and Certifications*), the Contractor will be required to adhere to any new Assurances.

III. Direct Service Requirements

- A. To provide Business Services to eligible Adults, Dislocated Workers, and Youth as defined in WIOA
- B. To assist customers in making informed customer choice in the selection of service providers for training
- C. To deliver or assist WSD in the delivery of rapid response services to adults, dislocated workers and/or youth
- D. To refer customers to other services when the customer is not eligible for participation in WIOA activities
- E. To provide information on the full array of applicable or appropriate services that are available through the local WSD office, other eligible providers or One-Stop Partners
- F. To enroll all Trade Act eligible customers in WIOA Adult, Dislocated Worker, and/or Youth programs as appropriate, and ensure that services are non-duplicative of those services provided for and/or funded through the Trade Act program
- G. To provide follow-up services for all participants who exit the program, consistent with WIOA regulations
- H. To adhere at all times to the Priority of Service policy and procedures established by the WSD
- I. To provide a minimum of 75 unsubsidized Full-Time career placements at the DeKalb County

Living Wage of \$13.31 (<http://livingwage.mit.edu/counties/13089>) or higher within the high-demand industry sectors annually, per program. Total= 225 career placements annually.

IV. Measuring Performance and Outcomes

- A. The Contractor shall be responsible for achieving WIOA program performance goals. Performance goals shall be revised each contract year on an annual basis. Performance goals are established by USDOL. Performance goals are tracked through the Quarterly Performance Report.
- B. The Contractor must demonstrate achievement of the outcomes on at least an annual basis and no more frequently than a quarterly basis. In the event an outcome target is not reached, the Contractor shall provide WSD with a detailed plan for corrective action within thirty (30) days from notification provided by WSD. Corrective action plans shall be subject to WSD's approval. Failure to obtain an approved corrective action plan, or to reach outcome targets after an approved corrective action plan has been implemented, may be considered unsatisfactory Contractor performance. WSD reserves the right to terminate the contract, or any portion thereof, with sixty (60) days advance written notice, due to unsatisfactory Contractor performance.
- C. Regarding performance goals and reporting requirements, the Contractor shall:
1. Achieve all WIOA performance goals/measures as specified in the contract.
 2. Conduct follow-up services for all WIOA participant exiters and report on results as defined by WIOA regulation and/or WSD policy.
 3. Work in concert with a wage verification agency in developing the quarterly and annual performance reports; assist WSD in conducting data validation activities consistent with federal requirements.
- D. Performance Measures

Performance measures change each program year and are re-negotiated by the State with WSD. All updates regarding performance measures will be shared by WSD to the contractor.

The definition of each performance measure is as follows:

- *Employment Rate 2nd Qtr. After Exit: % of participants in unsubsidized employment*
- *Employment Rate 4th Qtr. After Exit: % of participants in unsubsidized employment*
- *Median Earnings 2nd Qtr. After Exit: Median earnings of participants after entry into unsubsidized employment*
- *Credential Attainment within 4 Qtrs. After Exit: % of participants who obtain a recognized credential, secondary diploma during participation, or industry recognized credential related to training*

ADULT	PY 18 PROPOSAL	PY 19 PROPOSAL
Q2 Entered Employment Rate	73%	73%
Q4 Entered Employment Rate	72%	75%
Q2 Median Earnings	\$6,500	\$6,565
Credential Attainment Rate	74%	75%

DISLOCATED WORKER	PY 18 PROPOSAL	PY 19 PROPOSAL
Q2 Entered Employment Rate	76%	73%
Q4 Entered Employment Rate	75%	75%
Q2 Median Earnings	\$7,000	\$7,000
Credential Attainment Rate	65%	65%

YOUTH	PY 18 PROPOSAL	PY 19 PROPOSAL
Q2 Entered Employment Rate	70%	71%
Q4 Entered Employment Rate	77%	79%
Credential Attainment Rate	60%	62%

E. Monitoring and Evaluation of Performance

Contractor(s) will be evaluated quarterly based on meeting or exceeding the above-mentioned performance measures. The evaluation may be on-site, desktop or a combination of methods. The Provider will agree to cooperate in any and all components of the evaluation and will make records available to the monitors in a timely manner. All data related to the WIOA eligible dislocated worker must be entered into the state case management system (e.g. GWROPP). Report cards and/or evaluations are based on the accuracy of information entered into this system.

For the purposes of this ITB:

- a. A placement has been defined as entered into employment in an in-demand industry.
- b. A participant is considered to have successfully completed a service when he/she has a.) Q2 Enter Employment, b.) Q4 performance and c.) Median earnings.
- c. A program participant has been exited when program services have concluded and the twelve-month (12-month) follow-up period has been initiated.
- d. Any adult, dislocated worker, and/or youth institutionalized/incarcerated for more than 90 days or relocated to a mandated residential program at exit is excluded from all performance measures.
- e. Any adult, dislocated worker, and/or youth exited for health/medical reasons or deceased is excluded from all performance measures.
- f. Any adult, dislocated worker, and/or youth called up for active duty is excluded from all performance measures.
- g. G. WIOA funds will only be available to programs that deliver and document achievement of the above performance measures for WIOA eligible adults, dislocated workers, and/or youth.
- h. Regarding performance goals and reporting requirements, the Contractor shall:

V. Personnel

- A. All staff funded with WIOA funds shall have a written job description with roles and responsibilities specific to the delivery of WIOA services as specified in this ITB. In addition, if the contractor selects more than one funding, staff will be required to complete a Time Allocation form. The Contractor may not assign WIOA-funded staff to any duties or responsibilities beyond the comprehensive delivery of WIOA services without the express written consent of WSD.
- B. The Contractor must have sufficient staff and equipment (including computers and laptops) to ensure direct access to services in its location.
- C. The Contractor shall submit a staffing plan to WSD for approval on an annual basis. The staffing plan shall be sufficient to provide for staff to deliver services on a statewide basis through the WSD office, yet cost-effective enough to ensure the maximum use of funds for participant training.
- D. The Contractor must be willing to maintain maximum staff flexibility to allow for the mobilization of appropriate staff to meet new and/or unexpected service delivery demands within the state.
- E. The Contractor shall notify WSD within at least 24 hours of any vacant WIOA position, when new staff is expected to be hired, and be committed to filling staff vacancies with qualified candidates without delay.
- F. The Contractor shall assign an administrator within at least 24 hours to serve as the contract

manager to work with WSD on all issues related to carrying out the terms and conditions of the contract between WSD and Contractor.

- G. The Contractor shall ensure that WIOA funded staff, at a minimum, have the following skills, knowledge and/or abilities:
1. customer services skills
 2. computer literacy skills sufficient to perform accurate and timely data entry and other data collection functions
 3. knowledge of labor market information and resource tools
 4. knowledge of skills and work readiness assessment techniques and tools
 5. skilled in techniques for coaching others
 6. ability to succeed in a “team-work” environment
 7. knowledge of history and purpose of workforce development programs
 8. fiscal staff is knowledgeable in OMB guidelines applicable to basic cost-allocation plans, budgeting, system payment processes, training payments, etc.
- H. The Contractor shall ensure that all staff hired to work under this contract are trained in the following areas prior to working with any participants:
1. WIOA processes and procedures, specifically WIOA eligibility procedures, employment plans and assessments.
 2. Conducting intensive assessments, including the use of specific assessment tools approved for use by USDOL and/or WSD.
 3. planning for successful performance outcomes.
 4. information on re-employment services available through WSD.
 5. the use of specific USDOL workforce development/one-stop service Internet tools (e.g., Americas Career Net Tool, Americas Service Locator, MyNextMove, O*NET).
 6. the use of Labor Market Information in determining career goals.
 7. the use of the participant tracking system case management system, reporting requirements and interpretation of reported data.
 8. the rules and procedures governing confidentiality and ensure a signed confidentiality form is included in the personnel file of each WIOA-funded staff person.
- I. The Contractor shall ensure that all staff funded through this contract have undergone a criminal background check and do not have any violations or convictions that could adversely affect the WIOA participants served under this program.
- J. The Contractor shall ensure that all staff read and sign the Statement of Confidentiality form provided by WSD, and that all such forms are filed in the individual personnel files maintained by the Contractor.
- K. The Contractor shall maintain full-time staff positions assigned to perform local quality assurance functions, including internal compliance monitoring of WIOA services and data validation responsibilities.
- L. Any sub-contracted staff shall be identified as such by the Contractor and shall meet or exceed the staffing requirements articulated herein.

VI. Programmatic & Financial Reporting and Management Requirements

Reporting requirements shall include both program and financial reports and will include but not be limited to the following:

A. Programmatic

1. A written year-end program performance report by no later than the last day of August following the program year end date.
2. **Adherence to Applicable Laws and Regulations:** The Provider agrees to comply fully with all applicable rules, regulations, policies, guidelines and requirements, including but not limited to the following applicable Federal/State laws: 20 CFR 626-631, 20 CFR Part 645, 29 CFR Parts 37 and 97 and 2 CFR 200 - OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
3. Ad-hoc reports requested by USDOL and/or WSD as deemed necessary.
4. All participants served by activities and resources funded by WIOA must be determined and documented in the state case management system WIOA eligible **prior to the service**. Eligibility and all program related documents must be uploaded to the state case management system as well.
5. All supportive services must have been approved and recorded in GWROPP prior to the participant receiving or obtaining the goods or services. Backdated requests for services will not be approved. Supportive service needs must be document in the case note and acknowledged by a form.
6. Caseload & WIOA Activity reports available within the state case management system.
7. Contractors will be required to use participant tracking database for enrollment, activity and performance report modules to manage system performance on the local level.
8. Corrective action reports as deemed necessary.
9. **Equal Employment Opportunity:** The Contractor(s) agrees to comply fully with the non-discrimination and equal opportunity provisions of the Workforce Innovation and Opportunity Act, Title VI of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, The Age Discrimination Act of 1975, as amended, and Title IX of the Education Amendments of 1972, as amended. The Provider also insures that programmatic and architectural accessibility and auxiliary aids and services are available upon request to customers with disabilities.
10. Mid-year and year end performance and expenditure reports.
11. WSD reserves the right to adjust reporting requirements, upon mutual agreement with the Contractor, if such adjustments are deemed necessary to meet program objectives.
12. Quarterly plan versus actual enrollment reports.
13. **Record Keeping:** Records must be maintained for a period of six (6) years from the end of the program year in which the Agreement ends. If prior to the expiration of the six (6) year retention period, any litigations or audit is begun or a claim is instituted involving the Agreement covered by the records, the Provider agrees to maintain the records beyond the six (6) year period until such litigation, audit findings, investigations or claim has been finally resolved. Should the Provider cease to do business within the retention period required all records pertinent to the WIOA will be immediately delivered to ARC. The Provider shall retain sole liability for the contents of the records.
14. Timely (*updated in state case management system on a monthly basis*) and accurate data entry in the participant tracking management system to ensure current information is available for Quarterly and Final Quarterly Performance Reports (QPRs).

B. Follow-Up Services

1. Ensure all services are closed in Geographic Solutions (Occupational Skills, Work Experience, OJT, Supportive Services, etc.)
2. Ensure follow-up screens are updated on a monthly basis
3. Ensure all exited files are to be retained by the contractor for a minimum period of three (3) years
4. Ensure all files are returned to WSD either after follow-up services are completed and/or at the conclusion of the contract period.

C. Financial

1. Invoices for services and/or related expenses shall be billed monthly (***NO EXCEPTIONS***). Invoices are due by the last day of the month following the reporting month.
2. Report Administration costs separate from Program costs, consistent with federal cash management policies and procedures.
3. The Contractor must report financial expenditure on an ACCRUAL basis (accrual reporting is required).
4. The Contractor shall maintain sufficient documentation on file in their offices to support invoices and make such documentation available for review by authorized WSD staff and/or its auditors. WSD reserves the right to require the Contractor to attach detailed documentation to support invoice costs at any point during the contract period.
5. The Contractor shall use the invoice format provided by WSD.
6. The contractor(s) may be liable for any disallowed costs which result from discrepancies discovered in monitoring visits/reviews or audits by WSD, the Technical College System of Georgia, Workforce Development, the U.S. Department of Labor or any of their authorized representatives.

D. Property Management

- a. The Contractor must maintain a fixed asset inventory system that clearly identifies all non-expendable property with a life expectancy of one year or more and a unit price of \$100 or more which is purchased or leased with WIOA funds.
- b. The Contractor will be required to submit to WSD a complete property inventory report that identifies all property (defined as a unit cost of \$250 or more) and equipment (defined as a unit cost of \$5,000 or more) at the end of each program year.

E. Information Technology

Regarding system management requirements and reporting, the Contractor shall:

1. Develop and maintain effective financial systems for the planning and budgeting of WIOA funds in accordance with WIOA regulations and applicable OMB guidelines.
2. Maintain participant hard copy and electronic case management system files in compliance with WIOA rules and regulations, and WSD procedures and policies.
3. Utilize the system at the time of registration/intake to avoid incomplete information and/or re-work, and ensure that all WIOA customer information is entered into the system within a specified period of time in accordance with WSD policy and procedures.

4. Assign an appropriate staff person to assist in the ongoing development of the participant tracking system, and to provide ongoing technical assistance and training for field staff on the participant tracking system.
5. Notify WSD in writing of any participant tracking database problems, or any other State-level system management issues that may interfere with the Contractor's ability to monitor and/or report on local performance in a timely manner.
6. Comply with all established reporting requirements, ensuring accurate and timely submissions
 - a. Under WIOA, certain quantifiable performance measurements must be met each year. Contractors shall be required to track adult, dislocated worker, and/or youth progress throughout enrollment and during a follow-up period of not less than 12 months after program exit.
 - b. All eligible adult, dislocated worker, and/or youth information must be entered into the participant tracking database, as mandated by the State. Access will be provided by WSD. All contractors must cooperate in the collection of accurate and appropriate enrollment and exit data.

VII. Local Program Monitoring

Regarding local program monitoring and outcome management responsibilities, the Contractor shall:

- A. Conduct a comprehensive internal monitoring of WIOA program operations a minimum of twice per year [December (mid-point) and June (end-point)], using the monitoring tool approved by WSD, and submit a complete copy of each monitoring report to WSD for each monitoring activity.
- B. Conduct monitoring of each office at least once within the program year to ensure program compliance; including the monitoring of any Contractor/sub-recipient relationships. A complete copy of each monitoring report shall be submitted to WSD.
- C. Conduct pro-active management and monitoring of end-of-program performance outcome projections on the local level and make timely program/service delivery system adjustments as needed to achieve planned outcomes.
- D. Conduct a comprehensive internal fiscal monitoring review at least once per program year that includes a fiscal review of any and all sub-contracts funded in full or part with WIOA funds.
- E. Cooperate with WSD monitoring, and allow for full access to information, records and staff for compliance monitoring purposes.
- F. Respond to monitoring report findings and/or corrective action directives within the time frames specified.
- G. Assist with problem resolution for any audit and/or federal compliance findings.
- H. The County reserves the right to complete a Risk Assessment at any time during the term of the contract. See Pre-Award/Contract Renewal Finance/Program Risk Assessment Tool attached hereto as Attachment I.

VIII. Contracting Possibilities

Regarding contracting responsibilities/requirements, the Contractor shall:

1. Develop appropriate documents for the payment of WIOA funds to eligible training providers and support service Contractors prior to authorizing any payments.

2. Provide both WIOA programmatic and financial technical assistance to eligible training providers and/or support service Contractors in WIOA participant issues, rules and regulations.
3. Ensure that no assignment or subcontracting of any of the rights or responsibilities of the Contractor is initiated unless approved in writing by WSD, or unless clearly described in the Statement of Work as written in the Contract agreement.

IX. Policies and Procedures

Regarding policies and procedures, the Contractor shall:

- A. Develop appropriate operational and fiscal policies and reporting procedures to ensure federal and state goals, objectives, and performance measures are met. Prior to implementation, all policies must be reviewed and approved by WSD.
- B. Ensure that all staff are sufficiently trained in WIOA operational policies and reporting procedures.
- C. Ensure that all newly developed policies and procedures are shared with all staff within 10 days of the policy/procedure effective date.
- D. Engage other WSD partners in developing new policy and procedures that impact how WIOA services will be provided.
- E. Assign administrative level staff to assist in the development/revision of the State WIOA Plan, implementation of pilot projects or other undertakings identified and agreed upon by WSD, WSD Consortium members and the Contractor.

X. Participant Confidentiality

Regarding participant confidentiality, the Contractor shall:

- A. Maintain participant confidentiality at all times. Confidentiality requirements include any information regarding project applications or participants and their immediate families that may be obtained through application forms, interviews, tests, reports from public agencies or counselors, or any other source.
- B. Take reasonable steps to ensure the physical security of all data gathered, and inform each of its employees, Contractors, and sub-recipients having any involvement with personal data or other confidential information, of the laws and regulations relating to confidentiality.

XI. Grievance Procedures and Customer Complaints

- A. The Contractor shall provide all applicants for WIOA services a written grievance procedure notice and ensure that a signed copy attesting to the receipt of this information is included in each applicant's hard copy file.
- B. The Contractor shall train all staff in the WIOA grievance procedure process, which shall take precedence over any other Contractor-specific grievance procedures and policies when applied to WIOA funded participants/employees, and ensure that copies of all grievance policy and procedures are available in each WSD office
- C. The Contractor shall inform WSD immediately of all complaints oral and written, formal or informal, which are received by or about any WIOA funded staff.
- D. The Contractor shall respond to all oral or informal e-mail "complaints" received directly or forwarded by WSD within two days from receipt of the complaint.

- E. To access the WIOA grievance and complaint policy and form, please follow the link below: [WorkSource DeKalb Workforce Innovation and Opportunity Act Grievance:Complaint Procedures and Equal Opportunity Policy.pdf](#).

XII. Dispute Resolution

The Contractor agrees to use administrative processes and negotiation in attempting to resolve disputes arising from a contract. The Contractor shall continue performance of the contract activities during such dispute and shall immediately submit written request for informal review and consultation to WSD. Should the dispute not be resolved at this level within thirty (30) calendar days of such request, the Board, through its committee, shall review the disputed matter and after consultation with the Board Chair, and the Contractor, shall resolve same in accordance with standards as set forth in WIA Section 184, and such decision shall be rendered in writing and become binding to all parties. Nothing in this paragraph shall imply that the Contractor is prevented from appealing the State pursuant to WIOA regulations.

XIII. Corrective Action

WSD reserves the right to conduct monitoring and evaluation of the performance provided under this contract. WSD will notify the Contractor in writing of any deficiencies noted during such review and may withhold or disallow payments as appropriate based upon such deficiencies. WSD will provide technical assistance to the Contractor related to the deficiencies noted. WSD shall conduct follow-up visits to review the previous deficiencies and to assess the efforts made to correct them. If such deficiencies persist, WSD may terminate the contract.

XIV. Legal Authority

Contractor assures and guarantees that it possesses the legal authority pursuant to any proper, appropriate and official motion, resolution or action passed or taken, giving Contractor legal authority to enter into a contract, receive the payments authorized under this contract, and to perform the work Contractor has obligated itself to perform under contract.

XV. Supportive Services paid by WSD

Supportive services for youth may include, but are not limited to:

- Linkages to community services;
 - Assistance with transportation;
 - Assistance with educational testing;
 - Reasonable accommodations for youth with disabilities;
 - Referrals to health care; and
 - Assistance with uniforms or other appropriate work attire and work-related tool costs
- Supportive services may be provided to youth both during participation and after-program exit for up to twelve (12) months.

XVI. Independent Contractors

It is expressly understood and agreed by both parties that WSD is subcontracting with the Contractor as an independent Contractor and that the Contractor agrees to indemnify WSD against all disallowed costs or other claims which may be established by the Contractor or any third party occurring in connection with the services to be provided by the Contractor under this contract.

XVII. Organizational Requirements

- A. Have demonstrated ability to be flexible and adapt quickly to change. Specifically, the agency or organization must operate within an infrastructure that can support the mobilization of existing staff, as well as the ability to ramp up staffing on short notice, to meet the demand for specialized/customized services in response to mass layoffs and/or new program services – conversely, a contractor must be able to reduce staff as necessary.
- B. Be subject to an extensive set of fiscal and programmatic reporting and oversight requirements, which shall include the use of specific forms and reports required to carry out the monitoring and evaluation of programs as mandated by the federal regulations and/or WSD policy and procedures.
- C. Be liable for any disallowed or illegal expenditure of funds or program operations conducted under their contract - resources used to reimburse disallowed/illegal expenses may not come from federal funds.
- D. Be required to use the State’s case management system (i.e. Geographic Solutions System), as well as maintain hardcopy participant files. All books, records, documents, and papers (including participant files) relating to WIOA service delivery shall be retained by the contractor for a minimum period of three (3) years following submission of the final expenditure report, participant exit or data validation date, or until such time as any litigation, audit findings or other claims have been resolved and so certified by WSD.
- E. Be required to sign a Contract for services, which will provide for the full indemnification and hold harmless of any liability to WSD and/or the Board for any activities conducted by the Contractor. This includes a full statement of responsibility for reimbursing WSD for any costs or expenditures which are disallowed in an audit, or any other claims which might be made against a program operator by a WIOA participant or other interested party. The Contractor shall also be required to subscribe to the WIOA assurances and certifications. See Sample County Contract attached hereto as Attachment J.
- F. Be required to assign staff whose sole responsibility and commitment is the delivery of comprehensive WIOA services. WIOA services shall be implemented as a “whole” service consistent with the intent of WIOA rules and regulations. No other federal, state or local program services offered by the contractor shall be allowed to take precedence over the intent of WIOA service delivery. There will careful scrutiny of contractors with an inherent conflict of interest resulting from the operation of programs with conflicting mandates.
- G. Be required to ensure that all staff funded under contract is adequately trained in WIOA regulations, process and procedures, including EO and confidentiality procedures consistent with USDOL requirements.

- H. Be required to ensure timely data entry of participant enrollment and case management information into the electronic WIOA case management system to ensure complete and accurate data is available to meet performance and reporting requirements.
- I. Be required to achieve established performance goals on an annual bases; failure to meet performance goals shall require corrective action and/or be used as a factor in determining future contract awards.
- J. Be required to ensure that participant confidentiality is maintained at all times.
- K. Be required to recruit and enroll eligible individuals consistent with established enrollment goals.
- L. Be required to develop local operational and fiscal policies and reporting procedures, to ensure federal and state goals, objectives and performance measures for WIOA funds are met.

XVIII. Financial Capacity

The Contractor must have an existing financial infrastructure sufficient to support the processing of WIOA financial reports, WIOA participant training and support service payments, and the availability of non-federal financial resources to cover any costs incurred as a result of erroneous eligibility determinations and/or disallowed program activities.

XIX. Authorized to Do Business in the State of Georgia

The Contractor shall be registered (and in good standing) to conduct business in the State of Georgia, and must not be the subject of any past or current federal suspension or disbarment proceedings.

XX. Insurance

The Contractor shall carry appropriate liability and workers compensation insurances. See requirements in Attachment J, Sample County Contract.

XXI. Service Requirements

The Contractor must have the ability to carry out the Direct Service Requirements as defined in this ITB.

XXII. County as Sole Contact with U.S. Department of Labor

In addition, Contractors shall abide by State procedures that recognize WSD as the sole contact with the U.S. Department of Labor (USDOL) for all issues related to the implementation and management of WIOA funded activities for DeKalb County in the State of Georgia. As such, all Contractor communication with USDOL regarding WIOA issues must be directed through WSD.

XXIII. WOIA Goals and Requirements

The Contractor shall develop, implement, and maintain statewide WIOA Adult, Dislocated Worker, and/or Youth services and/or programs consistent with WIOA regulations, Georgia Department of Economic Development, Workforce Division State Plan and WSD policies and procedures such as, but not limited to, the Workforce Implementation Guidance and Training and Employment Guidance Letters. In carrying out the direct service requirements listed below the Contractor shall:

- A. Ensure WIOA funds are charged to only those individuals determined to be WIOA eligible in accordance with WIOA law and regulations.
- B. Develop and implement all WIOA-funded services consistent with the goals and objectives of the WSD and the State and WSD branding.
- C. Coordinate services to avoid duplication of services with WSD partner agencies.

XXIV. General Requirements

The Contractor should review each statement below to ensure capacity for compliance before submitting a bid.

- A. All services resulting from this ITB are contingent upon availability of funds.
- B. The contract(s) shall be for a two-year (2-year) term with one (1) twelve-month (12-month) optional renewal term.
- C. The award will be made to the lowest, responsive and responsible bidder(s) meeting the minimum required qualifications.
- D. This ITB is for WIOA services and other related programs and funding streams which may become available to WSD during the contract period for same/similar services.
- E. No costs will be paid to cover the expense of preparing a bid or procuring a contract for services or supplies under WIOA.
- F. All data, material, and documentation originated and prepared by the Contractor pursuant to the contract shall belong exclusively to WSD and be subject to disclosure under the Freedom of Information Act.
- G. Changes may be issued during the term of the agreement due to increase or decrease of funding received from WIOA and must be formalized in an amendment to the contract. These decisions shall be at the discretion of WorkSource DeKalb Board (WSDB) & DeKalb County Board of Commissioners.
- H. Any changes to the WIOA program, performance measures, funding level, or board direction may result in a change in contracting. WSD reserves the right to modify or alter the requirements and standards set forth in this ITB based on program requirements mandated by state or federal agencies. In such instances, WSD will not be held liable for any resulting changes in the contract.
- I. Bids submitted for funding consideration must be consistent with, and if funded operated

according to the federal WIOA legislation, all applicable federal regulations, Georgia Department of Economic Development, Workforce Division, and WSD policies and procedures.

- J. The Contractor selected for funding must also ensure compliance with the following, as applicable: U.S. DOL regulations 20 CFR Part 652; 29 CFR Parts 96, 93, 37,2, and 98; and 48 CFR Part 31; Office of Management and Budget (OMB) Circulars A-21, A-87, A-110, A-122, and A-133 OR 46 CFR part 31, whichever is applicable.
- K. The Contractor will be expected to adhere to WSD procedures to collect, verify, and submit required data as required and submit monthly invoices to WSD.
- L. Contractors must ensure equal opportunity to all individuals. No individual shall be excluded from participation in, denied the benefits of, or subjected to discrimination under any WIOA-funded program or activity because of race, color, religion, sex, national origin, age, disability, or political affiliation or belief.
- M. Contractors must ensure access to individuals with disabilities pursuant to the Americans with Disabilities Act.
- N. Contractors must accept liability for all aspects of any WIOA program conducted under contract with WSD. Contractors will be liable for any disallowed costs or illegal expenditures of funds or program operations conducted. Disallowed costs may not be paid with any other federal funds.
- O. Reductions in the funding level of any contract resulting from this solicitation process may be considered during the contract period when a Contractor fails to meet expenditure, participant, and/or outcome goals specified in the contract or when anticipated funding is not forthcoming from the federal or state governments.
- P. Contractors will allow local, state, and federal representatives access to all WIOA records, program materials, staff, and participants. In addition, Contractors are required to maintain all WIOA records (both programmatic and financial) for three years, beginning on the last day of the program year. (29 CFR Part 95/ **20 CFR 652**) Records pulled for data validation purposes will restart the three (3) year clock.
- Q. The contract award will not be final until WSD and the Contractor have executed a mutually satisfactory contractual agreement. WSD reserves the right to make an award without further discussion of the bid submitted. No program activity may begin prior to final WSD approval of the award and execution of a contractual agreement between the successful Contractor and WSD.
- R. WSD reserves the right to terminate for convenience immediately if new state or federal regulations or policy makes it necessary to change the program purpose or content substantially, or to prohibit such a program.
- S. WSD reserves the right to determine both the number and the funding levels of contracts finally awarded. Such determination will depend upon overall fund availability and other factors arising during the bid evaluation process. The County reserves the right to reject all bids over the budgeted amount stated in the ITB.
- T. Bidder warrants that the costs bid for services in response to the ITB are not in excess of those

that would be charged any other individual for the same services performed by the Contractor.

- U. All Contractors shall purchase annually an organization-wide audit according to the requirements of the Single Audit Act and Office of Management and Budget Circular A-128 or A-133, as appropriate. Commercial organizations will purchase A-128 audits. Include audit costs in the proposed budget detail.
- V. Continuation of funding is dependent on availability of federal funds and the Contractor's successful performance to be evaluated at the end of each program year.
- W. Attendance is required at any training during the program year deemed mandatory by WSD, and the Contractor must ensure that funds are available to support such attendance.
- X. Contractor shall be legally obligated to enter all required data relating to all participants served during the contract period in the State's Virtual One-Stop System (VOS). Contractors shall be responsible for keeping participant files up-to-date, especially in time to meet quarterly reporting deadline requirements.
- Y. The Contractor will be legally obligated to turn over complete data files in the specified electronic format, as well as hard copy case files, to WSD at the time that the Contractor ceases to operate the WIOA Dislocated Workers program.
- Z. The Contractor will ensure that criminal record checks are performed for all employees who have direct contact with program participants.
- AA. WSD will be monitoring, auditing, and evaluating the Contractor's fiscal records, written policies and procedures, programs and activities throughout the contract period. Contractors must allow WSD staff or its agent full access to all files, policies and procedures, and records relating directly to WIOA funding, client case files, accounting files and records, and any related files and records associated with proper accounting of such funds and clients. Denying access to records, files, policies and procedures, and related information shall be sufficient reason to terminate the contract immediately.
- BB. Contractor shall not subcontract in whole or any part any contractual duties without the written prior approval of the WSD. The Contractor remains responsible for assuring compliance by such sub-Contractors with WIOA, Federal, State and local laws, regulations, policies, procedures, and the contract conditions.
- CC. All contract staff funded with WIOA funds must agree to the terms of confidentiality and sign a confidentiality agreement to the affect.
- DD. The selected Contractor must be in compliance with and/or agree to comply with all of the program assurances and certifications required by WSD and/or State and Federal law as outlined in Certifications, Assurances and Contract Forms, included in this ITB.
- EE. Once a contract is awarded, that Contractor becomes fully responsible for administration of the program(s) and other policies or regulations established by the U.S. Department of Labor, Georgia Department of Economic Development, Workforce Division, WSD, and/or WSDB.

FF. All Contractors must be registered with the Georgia Secretary of State' Office to transact business within the State.

End of Minimum Specifications

PRICE SCHEDULE

Adult Program ONLY	
Price for services and/or price per participant placed in unsubsidized employment	\$ _____
Year 1 of Initial Term	\$ _____
Year 2 of Initial Term	\$ _____
1-Year Optional Renewal	\$ _____
Total for Year 1, Year 2, and the 1-Year Optional Renewal	\$ _____
Dislocated Worker Program ONLY	
Price for services and/or price per participant placed in unsubsidized employment	\$ _____
Year 1 of Initial Term	\$ _____
Year 2 of Initial Term	\$ _____
1-Year Optional Renewal	\$ _____
Total for Year 1, Year 2, and the 1-Year Optional Renewal	\$ _____
Youth Program ONLY	
Price for services and/or price per participant placed in unsubsidized employment	\$ _____
Year 1 of Initial Term	\$ _____
Year 2 of Initial Term	\$ _____
1-Year Optional Renewal	\$ _____
Total for Year 1, Year 2, and the 1-Year Optional Renewal	\$ _____
<p>Notes to Bidder:</p> <ol style="list-style-type: none"> 1. Bids shall be evaluated based on the Average Cost per Participant. 2. Bidder shall provide a bid for the Option(s) that Bidder chooses. 3. The County shall award the option(s) that is most advantageous to the County. 4. Bids shall include all costs, direct and indirect, administrative costs, and all things necessary to provide services. 	

BID ACKNOWLEDGEMENT FORM

I, the undersigned, acknowledge that I have read the Bid Document in its entirety and agree to conform to its every requirement. I further acknowledge that failure to prepare, submit, or execute this bid in the exact manner requested will be just cause to reject my entire bid.

Name of Business Entity Submitting Bid

Print Name and Title of Authorized Signer

Business Entity Street Address

Authorized Signature

Business Entity City, State and Zip Code

Contact Person's Phone Number

Business Entity County

Contact Person's E-mail Address

- Bidder acknowledges addendum(s): No. 1 __, No. 2 __, No. 3 __ (If Applicable)
_____ (Initial)
- Bidder acknowledges that this bid is valid for 90 days from and including
_____ (Initial)
the bid opening date.
- Bidder acknowledges that bid meets or exceeds minimum specifications.
_____ (Initial)
Any deviation from minimum specifications must be explained, in detail,
by bidder as to how the bid does not meet the exact specifications.
- Bidder acknowledgement of Revisions to the above Terms and Conditions:
 - No revisions
_____ (Initial)
 - There are revisions and they are included with the bid submittal
_____ (Initial)

The above acknowledgment must be properly signed and firmly attached to your bid. The acknowledgment becomes a part of your bid and without it your bid is not be complete and will be subject to rejection.

THIS PAGE MUST BE RETURNED WITH YOUR BID. FAILURE TO SUBMIT THIS COMPLETED FORM MAY RESULT IN YOUR BID BEING DEEMED NON-RESPONSIVE.

ATTACHMENT A

REQUIRED DOCUMENTS CHECKLIST

Bidder shall complete and submit the following documents with their bid:

Title	Check This Box If Included With Bid
Qualification Requirements*	
Bid Acknowledgement Form*	
Required Documents Checklist	
Contractor Reference and Release Form	
Subcontractor Reference and Release Form, if applicable	
Contractor Affidavit*	
Subcontractor Affidavit, if applicable**	
Certification of Bidder*	
New Employee Tracking Form	
First Source Jobs Acknowledgement Form	
Financial Statements*	
Business License	

***If these mandatory forms are not completed and submitted with the bid, the bidder will be deemed non-responsive.**

****These forms are applicable if a subcontractor will be utilized to fulfill the requirements of this contract. If these forms are applicable, they must be completed and submitted along with the bid. Failure to submit these forms, if applicable, will result in the bidder being deemed non-responsive.**

I, the undersigned, acknowledge that I have included the requested documents as listed above.

Printed Name

Signature

ATTACHMENT B

CONTRACTOR REFERENCE AND RELEASE FORM

List below at least three (3) references, including company name, contact name, address, email address, telephone numbers and contract period who can verify your experience and ability to perform the type(s) of product(s)/ service(s) listed in the solicitation.

Company Name	Contract Period		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address	Fax Number (include area code)		
Project Name and Description			

Company Name	Contract Period		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address	Fax Number (include area code)		
Project Name and Description			

Company Name	Contract Period		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address	Fax Number (include area code)		
Project Name and Description			

REFERENCE CHECK RELEASE STATEMENT

You are authorized to contact the references provided above for purposes of this ITB.

Signed _____ Title _____
(Authorized Signature of Bidder)

Company Name _____ Date _____

ATTACHMENT C

SUBCONTRACTOR REFERENCE AND RELEASE FORM

List below at least three (3) references, including company name, contact name, address, email address, telephone numbers and contract period who can verify your experience and ability to perform the type(s) of product(s)/ service(s) listed in the solicitation.

Company Name	Contract Period		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address	Fax Number (include area code)		
Project Name and Description			

Company Name	Contract Period		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address	Fax Number (include area code)		
Project Name and Description			

Company Name	Contract Period		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address	Fax Number (include area code)		
Project Name and Description			

REFERENCE CHECK RELEASE STATEMENT

You are authorized to contact the references provided above for purposes of this ITB.

Signed _____ Title _____
(Authorized Signature of Bidder)

Company Name _____ Date _____

ATTACHMENT D
CONTRACTOR & SUBCONTRACTOR EVIDENCE OF COMPLIANCE:

- (1) County contracts for the physical performance of services within the state of Georgia shall include the following provisions:¹
 - a. the contractor has registered with and is authorized to use the federal work authorization program to verify information on all newly hired employees or subcontractors;
 - b. by affidavit, the contractor must attest to the contractor's name, address, user identification number, date of authorization, and verification of the continual participation throughout the contract period, and
 - c. the affidavit shall become a part of the covered contract and must be attached.
- (2) No contractor or subcontractor who enters into a contract with the County shall enter into such a contract or subcontract in connection with the physical performance of services within Georgia unless the contractor or subcontractor registers and participates in the federal work authorization program to verify information of all newly hired employees. Any employee, contractor, or subcontractor of such contractor or subcontractor shall also be required to satisfy the requirements of O.C.G.A. § 13-10-91, as amended.
- (3) Upon contracting with a new subcontractor, a contractor or subcontractor shall, as a condition of any contract or subcontract entered into pursuant to O.C.G.A. § 13-10-91, as amended, agree to provide the County with notice of the identity of any and all subsequent subcontractors hired or contracted by the contractor or subcontractor. Such notice shall be provided within five (5) business days of entering into a contract or agreement for hire with any subcontractor. Such notice shall include an affidavit from each subsequent contractor attesting to the subcontractor's name, address, user identification number, and date of authorization to use the federal work authorization program.
- (4) An affidavit shall be considered an open public record; provided, however, that any information protected from public disclosure by federal law or by Article 4 of Chapter 28 of Title 50 shall be redacted. Affidavits shall be maintained by the County for five years from the date of receipt.
- (5) To verify compliance, the contractor agrees to participate in random audits conducted by the Commissioner of the Georgia Department of Labor. The results of the audits shall be published on the www.open.georgia.gov website, and on the Department of Labor's website no later than December 31 of each year.
- (6) Any person who knowingly and willfully makes a false, fictitious, or fraudulent statement in an affidavit submitted pursuant to O.C.G.A. § 13-10-91 shall be guilty of a violation of Code § 16-10-20 and, upon conviction, shall be punished as provided in such section. Contractors and subcontractors convicted for false statements based on a violation of such section shall be prohibited from bidding on or entering into any public contract for twelve (12) months following such conviction.

¹ O.C.G.A. § 13-10-91, as amended

ATTACHMENT E

CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned verifies its compliance with O.C.G.A. § 13-10-91, as amended, stating affirmatively that the individual, firm or corporation which is contracting with DEKALB COUNTY, GA, a political subdivision of the State of Georgia, has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91, as amended]. The affiant agrees to continue to use the federal work authorization program throughout the contract period.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with the COUNTY, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91, as amended, on the Subcontractor Affidavit form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the COUNTY, within five (5) days from when the subcontractor(s) is retained to perform such service.

BY: Authorized Officer or Agent
(Bidder's Name)

Federal Work Authorization
Enrollment Date

Title of Authorized Officer or Agent of Bidder

Identification Number

Printed Name of Authorized Officer or Agent

Address (* do not include a post office box)

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

_____ DAY OF _____, 20__

Notary Public

My Commission Expires: _____

ATTACHMENT F

SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned verifies its compliance with O.C.G.A. § 13-10-91, as amended, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services under a contract with _____ (name of contractor) on behalf of DEKALB COUNTY, GA, a political subdivision of the State of Georgia, has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91, as amended]. The affiant agrees to continue to use the federal work authorization program throughout the contract period.]

BY: Authorized Officer or Agent
(Bidder's Name)

Federal Work Authorization
Enrollment Date

Title of Authorized Officer or Agent of Bidder

Identification Number

Printed Name of Authorized Officer or Agent

Address (* do not include a post office box)

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

_____ DAY OF _____, 20__

Notary Public
My Commission Expires: _____

ATTACHMENT G

Certification of Bidder

I, _____, have had the opportunity to review and have reviewed this Bid Document Package dated March 18, 2019 in its entirety and I agree that it is accurate and complete. I, _____, am duly and properly in office and I am fully authorized and empowered to execute this Acknowledgement for and on behalf of the Contractor.

Furthermore, I, _____, acknowledge that I understand and/or will comply with the following:

Section of ITB 19-101091	Bidder shall initial this box evidencing compliance.
I. Inclusions	
II. Assurances and Certifications	
III. Direct Service Requirements	
IV. Measuring Performance and Outcomes	
V. Personnel	
VI. Programmatic & Financial Reporting and Management Requirements	
VII. Local Program Monitoring	
VIII. Contracting Possibilities	
IX. Policies and Procedures	
X. Participant Confidentiality	
XI. Grievance Procedures and Customer Complaints	
XII. Dispute Resolution	
XIII. Corrective Action	
XIV. Legal Authority	
XV. Supportive Services paid by WSD	
XVI. Independent Contractors	
XVII. Organizational Requirements	
XVIII. Financial Capacity	
XIX. Authorized to Do Business in the State of Georgia	
XX. Insurance	
XXI. Service Requirements	
XXII. County as Sole Contact with U.S. Department of Labor	
XXIII. WIOA Goals and Requirements	
XXIV. General Requirements	

By: _____ (SEAL)
Signature

Name (Typed or Printed)

Title

Name of Business

Federal Tax I.D. Number

ATTEST:

Signature

Name (Typed or Printed)

Title

ATTACHMENT H
FIRST SOURCE JOBS ORDINANCE INFORMATION
(WITH EXHIBITS 1 – 4)
EXHIBIT 1

FIRST SOURCE JOBS ORDINANCE ACKNOWLEDGEMENT

Contract No. _____

The DeKalb County First Source Ordinance requires contractors or beneficiaries of eligible projects entering into any type of agreement with the County, including purchase orders, regardless of what they may be called, for the procurement or disposal of supplies, services, construction projects, professional or consultant services, which is funded in whole or part with County funds or County administered funds in which the contractor is to receive \$50,000 or more in County expenditures or committed expenditures and recipient of urban redevelopment action grants or community development block funds administered in the amount of \$50,000 or more to make a good faith effort to hire DeKalb County residents for at least 50% of jobs created using the First Source Registry (candidate database) within one hundred twenty (120) days of contract execution. The work to be performed under this contract is subject to the provisions of the DeKalb County First Source Jobs Ordinance. All contractors will be asked to submit an *Employment Roster* and/or copies of active payroll registers on a monthly basis to verify compliance. The undersigned acknowledges and agrees to comply with the provisions of the DeKalb County First Source Jobs Ordinance.

CONTRACTOR OR BENEFICIARY INFORMATION:

Contractor or Beneficiary Name (Signature)

Contractor or Beneficiary Name (Printed)

Title

Telephone

Email

Name of Business

Please answer the following questions:

1. How many job openings do you anticipate filling related to this contract? _____
2. How many incumbents/existing employees will retain jobs due to this contract?
DeKalb Residents: _____ Non-DeKalb Residents: _____
3. How many work hours per week constitutes Full Time employment? _____

**Please return this form to WorkSource DeKalb, fax (404) 687-4099 or email to
FirstSourceJobs@dekalbcountyga.gov.**

WorkSource DeKalb 774 Jordan Lane, Building #4, Decatur, GA 30033 (404) 687-3400 www.worksourcedekalb.org
An Equal Opportunity Employer/Program and auxiliary aids and services are available upon request to individuals with disabilities.

EXHIBIT 2

NEW EMPLOYEE TRACKING FORM

Name of Bidder _____

Address _____

E-Mail _____

Phone Number _____

Fax Number _____

Do you anticipate hiring from the First Source Candidate Registry? Y or N (Circle one)

If so, the approximate number of employees you anticipate hiring: _____

Type of Position (s) you anticipate hiring: (List position title, one position per line) Attach job description per job title:	The number you anticipate hiring:	Timeline

**Please return this form to WorkSource DeKalb, fax (404) 687-4099 or email to
FirstSourceJobs@dekalbcountyga.gov.**

FIRST SOURCE JOBS ORDINANCE INFORMATION

EXHIBIT 3

BUSINESS SERVICE REQUEST FORM

Note: We need one form completed for each position that you have available.

FEDERAL TAX ID:

COMPANY NAME:

WEBSITE:

ADDRESS:

(WORKSITE ADDRESS IF DIFFERENT):

CONTACT NAME:

CONTACT PHONE:

CONTACT FAX:

CONTACT E-MAIL ADDRESS:

Are you a private employment agency or staffing agency? YES NO

JOB DESCRIPTION: (PLEASE INCLUDE A COPY OF JOB DESCRIPTION)

POSITION TITLE:

NUMBER OF POSITIONS AVAILABLE: _____ TARGET START DATE: _____

WEEKLY WORK HOURS: 20-30 hours 30-40 hours Other

SPECIFIC WORK SCHEDULE:

SALARY RATE(OR RANGE):

PERM TEMP TEMP-TO-PERM SEASONAL

PUBLIC TRANSPORTATION ACCESSIBILITY YES NO

IF SCREENINGS ARE REQUIRED, SELECT ALL THAT APPLY:

CREDIT DRUG MVR BACKGROUND OTHER _____

Please return form to: Business Solutions Unit (First Source)

**774 Jordan Lane Bldg. #4
Decatur, Ga. 30033
Phone: (404) 687-3400**



ATTACHMENT I

WORKSOURCE DEKALB PRE-AWARD/CONTRACT RENEWAL FINANCE/PROGRAM RISK ASSESSMENT TOOL

Purpose. To effectively monitor risks associated with financial awards made with federal pass through funds to sub recipients. The focus is to ensure that awarded programs meet the following requirements: adhere to ARC’s guidelines and agreements, remain within budget, carry out the scope of services, and insure that proper internal controls are in place.

Procedure. Based on an evaluation of the awardee’s award application, internal controls and past history with grant awards, WorkSource DeKalb (WSD) staff shall rate each category below. Scores will then be added to determine if the level of risk is high, medium or low.

Risk Assessment. The risk score determines the order in which staff will evaluate the grant program and/or perform a site visit.

- A score of 43 – 64 requires **intensive follow-up** and improvement based on a thorough evaluation of the grant project and execution of the approved action plan,
- A score of 27 – 42 requires evaluating areas that **need improvement** and improving those areas based on the approved action plan,
- A score of 20 or less generally identifies that the program is at **lower** risk for potential waste, mismanagement, non-compliance or fraud.

The decision to award new applicants from an open competitive RFP, RFQ or other soliciting means, or to renew existing contracts for an additional year, or more, will take into consideration the pre-award risk assessment tool. While this does not mean that this will be the only means of determining recipients of awards, it will play a role in the final decision. All final decisions will be communicated to applicants, and/or potential renewals in the form of an informative letter.

Awardee Name:	
Financial Award Number:	
Award Project Name:	
Awardee EIN:	
Risk Assessment completed by:	
Date assessment completed:	
Project Year: From the date of the signed contract or agreement between ARC and the awardee	<input type="checkbox"/> Year 1 (0-12 months) <input type="checkbox"/> Year 2 (13-24 months) <input type="checkbox"/> Year 3 (25-36 months) <input type="checkbox"/> Year 4 (37 months or more)
Total Score/Level: ()	<input type="checkbox"/> High <input type="checkbox"/> Medium <input type="checkbox"/> Low

Risk Level	Monitoring Plan Guidelines
------------	----------------------------

<p>High (43 – 64)</p>	<p>Monitoring Plan: WorkSource DeKalb (WSD)staff completing the assessment will identify factors that contributed to the high-risk score. WorkSource DeKalb (WSD)staff will prepare and distribute a report that outlines non-compliance issues and areas that require improvement. The report will be distributed to the awardee and respective WorkSource DeKalb (WSD)program manager/coordinator. The awardee shall respond to the WorkSource DeKalb (WSD)Group with a Corrective Action Plan within 15 calendar days. The WorkSource DeKalb (WSD)Finance Section will then provide a schedule of the evaluation process and site visits. The grantee may be required to submit more frequent progress/performance/financial reports until further notice.</p> <p>The awardee shall receive technical assistance upon request.</p>
<p>Medium (27 – 42)</p>	<p>Monitoring Plan: WorkSource DeKalb (WSD)staff will identify factors that contributed to the medium risk score, prepare and distribute a report that outlines areas of non-compliance and areas that require improvement. The report will be distributed to the awardee and respective WorkSource DeKalb (WSD)program manager/coordinator. The awardee shall respond to the WorkSource DeKalb (WSD)Group with a Corrective Action Plan within 15 calendar days. The WorkSource DeKalb (WSD)Finance Section will then provide a schedule of the evaluation process and site visits. The grantee may be required to submit more frequent progress/performance/financial reports until further notice.</p> <p>The awardee shall receive technical assistance upon request.</p>
<p>Low (13 – 26)</p>	<p>Monitoring Plan: WorkSource DeKalb (WSD)staff will continue to monitor progress/performance/financial reports for accuracy, timeliness, and no significant program changes.</p> <p>An award evaluation or site visit may be conducted that will be separate from the required annual monitoring.</p>

AWARDEE DATA (if not applicable, indicate N/A on header line)	SCORE
1. Awardee's Agency/Organization (R)	
Within the past 10 years, the awardee's agency/organization has > 3 years of experience with awards from WorkSource DeKalb (WSD) Group and demonstrates an active interest in the program to the respective ARC WorkSource Program Manager/Coordinator(s).	1
Within the past 10 years, the awardee's agency/organization has > 1-2 years of experience with awards from WorkSource DeKalb (WSD) Group and demonstrates an active interest in the program to the respective ARC WorkSource Program Manager/Coordinator(s).	2
Within the past 10 years, the awardee's agency/organization has limited experience with awards from WorkSource DeKalb (WSD) Group and demonstrates an active interest in the program to the respective ARC WorkSource Program Manager/Coordinator(s).	3
Within the past 10 years, the awardee's agency/organization has limited experience with awards from WorkSource DeKalb (WSD) Group and demonstrates no active interest in the program to the respective ARC WorkSource Program Manager/Coordinator(s).	4
Awardee's agency/organization hinders the policy and/or requirements of the program	5
Comments:	
2. Agency /Organization Experience Managing <u>Any Type of Grant funds</u>	
Over ten (10) years of experience	1
Five (5) to ten (10) years of experience	2
Two (2) to five (5) years of experience	3
Less than two (2) years of experience	4
No experience	5
Comments:	
3. Agency/Organization Experience Administering <u>this Program</u>	
Awardee's 3 rd or 4 th program year AND original program director/manager	1
Awardee's 2 nd or 3 rd program year; NOT original program director/manager	2
Awardee's 1 st or 2 nd project year AND original program director/manager	3
Awardee's 1 st or 2 nd program year; NOT original program director/manager	4
High turnover of program director and/or key staff (more than 2 key staff turnovers within 18 months)	5

Comments:	
4. Program Requirements	
Awardee has provided services and met all program objectives specified in contract's scope of services/goals for the past 12 months	1
Awardee has provided services and met all program objectives specified in contract's scope of services/goals for the past 12 months	2
Awardee has provided services and met all program objectives specified in contract's scope of services/goals for the past 12 months	3
Key staff lacks the experience, necessary knowledge, skills and abilities to perform the job duties.	4
High turnover of key staff (more than 1 key staff turnover within 18 months)	5
Comments:	
PROGRAMMATIC COMPLIANCE	
5. Regular Participation in Required Trainings/Meetings	
Awardee's director/manager and/or key staff attend all required trainings/meetings	1
Awardee's director/manager and/or key staff attend most required trainings/meetings	2
Awardee's director/manager and/or key staff attend some required trainings/meetings	3
Awardee's director/manager and/or key staff rarely attend required trainings/meetings	4
Awardee's director/manager and/or key staff do not attend required trainings/meetings	5
Comments:	
6. Communication	
Awardee's director/manager and/or key staff always respond to ARC's requests in a timely manner	1
Awardee's director/manager and/or key staff usually respond to ARC's requests in a timely manner	2
Awardee's director/manager and/or key staff rarely respond to ARC's requests in a timely manner	4

Comments:	
7. Performance Measures (Start of the Program through Current)	
Performance mostly exceeds the requirements	1
Performance mostly meets the requirements	2
Performance mostly does not meet the requirements	5
Comments:	
FINANCIAL MANAGEMENT	
8. Single Audit	
Single Audit with no findings	1
Single audit with significant deficiency finding(s)	2
Single audit with material weakness finding(s)	3
Single audit with both material weaknesses and significant deficiency findings	4
No single audit performed	5
<i>If any findings have not been resolved, add an additional point to the selection.</i>	1
Comments:	
9. Other Independently Prepared Financial Reports (for those not required to have Single Audits)	
Reports are in good order with no noticeable concerns	1
Reports are in good order with little noticeable concerns	2
Reports have some noticeable concerns	4
Reports have major noticeable concerns	5
<i>If there are any unsuccessful resolution of concerns, add an additional point to the selection.</i>	1
Comments:	
10. Amount of funding awarded for this Program	

Annual Financial Obligation of \$0 – \$49,999.99	1
Annual Financial Obligation of \$50,000 – \$129,999.99	2
Annual Financial Obligation of \$130,000 – \$199,999.99	3
Annual Financial Obligation of \$200,000 – \$299,999.99	4
Annual Financial Obligation of \$300,000 or more	5
Comments:	
11. Subcontracts	
Awardee does not subcontract	1
Awardee has, or will have 1 – 2 subcontracts	2
Awardee has, or will have 3 – 4 subcontracts	4
Awardee, has or will have 5 or more subcontracts	5
Comments:	
12. Financial Reporting (Invoicing)	
Is always timely and accurate	1
Is timely and accurate most of the time	2
Has not been timely, but mostly accurate	3
Has not been timely or accurate	5
Comments:	
13. Budget	
Program is practically on-budget	1
Program is not on budget, and the reason(s) have been justified	3
Program is not on budget and reasons have not be satisfactorily justified	5
Comments:	

Additional Comments:

ATTACHMENT J

SAMPLE COUNTY CONTRACT

AGREEMENT FOR PROFESSIONAL SERVICES

DEKALB COUNTY, GEORGIA

THIS AGREEMENT made as of this ____ day of _____, 20____, (hereinafter called the “execution date”) by and between DEKALB COUNTY, a political subdivision of the State of Georgia (hereinafter referred to as the “County”), and _____, a corporation organized and existing under the laws of the State of _____, with offices in _____, _____ (hereinafter referred to as “Contractor”), shall constitute the terms and conditions under which the Contractor shall provide _____ in DeKalb County, Georgia.

WITNESSETH: That for and in consideration of the mutual covenants and agreements herein set forth, the County and the Contractor hereby agree as follows:

ARTICLE I. CONTRACT TERM

The Contractor shall commence the Work under this Contract within ten (10) days from the acknowledgement of receipt of the Notice to Proceed. As required by O.C.G.A §36-60-13, this Contract shall (i) terminate without further obligation on the part of the County each and every December 31st, as required by O.C.G.A. § 36-60-13, as amended, unless terminated earlier in accordance with the termination provisions of this Contract; (ii) automatically renew on each January 1st unless terminated in accordance with the termination provisions of this Contract; and (iii) terminate absolutely, with no further renewals, on June 30, 2021, unless extended by Change Order adopted and approved by the DeKalb County Governing Authority and the Contractor in accordance with the terms of this Contract. Prior to the expiration of the Initial Term, the parties have the option to renew this agreement for a First Annual Renewal Term of twelve (12) calendar months and is only effective upon adoption and approval by the DeKalb County Governing Authority and the Contractor in accordance with the terms of this Contract.

ARTICLE II. PAYMENT

As full payment for the faithful performance of this Contract, the County shall pay the Contractor, the Contract Price, which is an amount not to exceed _____ (\$ _____), unless changed by written Change Order in accordance with the terms of this Contract. The term “Change Order” includes the term “amendment” and shall mean a written order authorizing a change in the Work, and an adjustment in Contract Price to Contractor or the Contract Term, as adopted and approved by the Contractor and the DeKalb County Governing Authority, or the Chief Executive Officer, if exempted from Governing Authority adoption and approval in accordance with the express terms of this Contract. The Chief Executive Officer or his/her designee shall have the authority to approve and execute a Change Order lowering the Contract Price or increasing the Contract Price up to twenty percent (20%) of the original Contract Price, provided that the total amount of the increase authorized by such Change Order is less than \$100,000.00. If the original Contract or Purchase Order Price does not exceed \$100,000.00, but the Change Order will make the total Contract Price exceed \$100,000.00, then the Change Order will require approval by official action of the Governing Authority. Any other increase of the Contract Price shall be by Change Order adopted and approved by the DeKalb County Governing Authority and the Contractor in accordance with the terms of this Contract. Amounts paid to the Contractor shall comply with and not exceed Attachment A, the Contractor’s Price Schedule, consisting of 1 page attached hereto and incorporated herein by reference. Payment is to be made no later than thirty (30) days after submittal of undisputed invoice.

In the Initial Term, and for each renewal term, the total obligation for each term is the following, if otherwise earned pursuant to the terms and conditions of the Agreement:

Initial Term (July 1, 2019 – June 30, 2021) - \$ _____
First Renewal Term (July 1, 2021 – June 30, 2022) - \$ _____

The County and Contractor recognize that dependent on the Work assigned, completed, and approved by the County in the Initial Term or any renewal term, more or less money than the applicable total obligation may be paid by the County to the Contractor; however, in no event shall the total amount paid by the County to the Contractor ever exceed the Contract Price of \$ _____.

Invoice(s) must be submitted as follows:

A. Original invoice(s) must be submitted to:

WorkSource DeKalb
Attention: Director
774 Jordan Lane
Decatur, Georgia 30033

B. Upon award, Prime Contractor(s) with Local Small Business Enterprise (LSBE) Subcontractor(s) shall enter utilization reports electronically at www.dekalblsbe.info. Proof of payment to the LSBE Subcontractor must be uploaded and submitted. LSBE Subcontractors shall confirm receipt of payment from the Prime, electronically also, at www.dekalblsbe.info

ARTICLE III. STATEMENT OF WORK

The Contractor agrees to provide all in-home services in accordance with the County's Invitation to Bid (ITB) No. 19-101091 for Business Services (Sector Strategies) for WIOA Adults, Dislocated Workers, and Youth (Multi-year Contract with 1 Option to Renew), attached hereto as Appendix I and incorporated herein by reference, and the Contractor's response thereto, attached hereto as Appendix II and incorporated herein by reference.

The Contractor's services shall include all things, personnel, and materials necessary to accomplish specific projects authorized by the County.

ARTICLE IV. GENERAL CONDITIONS

A. **Accuracy of Work** The Contractor shall be responsible for the accuracy of the Work and any error and/or omission made by the Contractor in any phase of the Work under this Agreement.

B. **Additional Work** The County shall in no way be held liable for any work performed under this section which has not first been approved in writing by the County in the manner required by applicable law and/or the terms of this Contract. The County may at any time order changes within the scope of the Work without invalidating the Contract upon seven (7) days written notice to the Contractor. The Contractor shall proceed with the performance of any changes in the Work so ordered by the County unless such change entitles the Contractor to a change in Contract Price, and/or Contract Term, in which event the Contractor shall give the County written notice thereof within fifteen (15) days after the receipt of the ordered change, and the Contractor shall not execute such changes until it receives an executed Change Order from the County. No extra cost or extension of time shall be allowed unless approved by the County and authorized by execution of a Change Order. The parties' execution of any Change Order constitutes a final settlement of all matters relating to the change in the Work which is the subject of the Change Order. The County shall not be liable for payment for

any work performed under this section which has not first been approved in writing by the County in the manner required by applicable law and/or the terms of this Contract.

C. **Ownership of Documents** All documents, including drawings, estimates, specifications, and data are and remain the property of the County. The Contractor agrees that the County may reuse any and all plans, specifications, drawings, estimates, or any other data or documents described herein in its sole discretion without first obtaining permission of the Contractor and without any payment of any monies to the Contractor therefore. However, any reuse of the documents by the County on a different site shall be at its risk and the Contractor shall have no liability where such documents are reused.

D. **Right to Audit** The County shall have the right to audit all books and records, including electronic records, relating or pertaining to this contract or agreement, including but not limited to all financial and performance related records, property, and equipment purchased in whole or in part with County funds and any documents or materials which support those records, kept under the control of the Contractor, including but not limited to those kept by the Contractor's employees, agents, assigns, successors and subcontractors. The County also has the right to communicate with Contractor's employees related to the audited records.

The Contractor shall maintain such books and records, together with such supporting or underlying documents and materials, for the duration of this contract and for seven (7) years after termination or expiration, including any and all renewals thereof. The books and records, together with supporting documents and materials shall be made available, upon request to the County or its designee, during normal business hours at the Contractor's office or place of business. In the event that no such location is available, then the books, records, and supporting documents shall be made available for audit at a time and location which is convenient for the County.

E. **Successors and Assigns** The Contractor agrees it shall not sublet, assign, transfer, pledge, convey, sell, or otherwise dispose of the whole or any part of this Contract or his right, title, or interest therein to any person, firm, or corporation without the previous written consent of the County. If the County consents to any such assignment or transfer, then the Contractor binds itself, its partners, successors and assigns to all covenants of this Contract. Nothing contained in this Contract shall create, nor be interpreted to create privity, or any other relationship whatsoever, between the County and any person, or entity or than Contractor.

F. **Reviews and Acceptance** Work performed by the Contractor shall be subject to review and acceptance in stages as required by the County. Acceptance shall not relieve the Contractor of its professional obligation to correct, at his own expense, any errors in the Work.

G. **Termination of Agreement** The Contractor understands and agrees that the date of the beginning of Work, rate of progress, and time for completion of the Work are essential conditions of this Contract. The County may, for its own convenience and at its sole option, without cause and without prejudice to any other right or remedy of County, elect to terminate the Contract by delivering to the Contractor, at the address listed in the Notices article of this Contract, a written notice of termination specifying the effective date of termination. Such notice shall be delivered to Contractor at least thirty (30) days prior to the effective date of termination. If Contractor's services are terminated by the County, the termination will not affect any rights or remedies of the County then existing or which may thereafter accrue against Contractor or its surety. In case of termination of this Contract before completion of the Work, Contractor will be paid only for the portion of the Work satisfactorily performed through the effective date of termination as determined by the County. Neither party shall be entitled to recover lost profits, special, consequential or punitive damages, attorney's fees or costs from the other party to this Contract for any reason whatsoever. This Contract shall not be deemed to provide any third-party with any remedy, claim, right of action, or other right. The parties' obligations pursuant to this Section shall survive any acceptance of Work, or termination or expiration of this Contract.

H. **Indemnification Agreement** The Contractor shall be responsible from the execution date or from the time of the beginning of the Work, whichever shall be the earlier, for all injury or damage of any kind resulting from the Work, to persons or property, including employees and property of the County. The Contractor shall exonerate, indemnify, and save harmless the County, its elected officials, officers, employees, agents and servants, hereinafter collectively referred to in this Section as "the County Indemnitees," from and against all claims or actions based upon or arising out of any damage or injury (including without limitation any injury or death to persons and any damage to property) caused by or sustained in connection with the performance of this

Contract or by conditions created thereby or arising out of or any way connected with Work performed under this Contract, as well as all expenses incidental to the defense of any such claims, litigation, and actions. Furthermore, Contractor shall assume and pay for, without cost to the County Indemnitees, the defense of any and all claims, litigation, and actions suffered through any act or omission of the Contractor, or any Subcontractor, or anyone directly or indirectly employed by or under the supervision of any of them. Notwithstanding any language or provision in this Contract, Contractor shall not be required to indemnify any County Indemnitee against claims, actions, or expenses based upon or arising out of the County Indemnitee's sole negligence. As between the County Indemnitees and the Contractor as the other party, the Contractor shall assume responsibility and liability for any damage, loss, or injury, including death, of any kind or nature whatever to person or property, resulting from any kind of claim made by Contractor's employees, agents, contractors, Suppliers or Subcontractors caused by or resulting from the performance of Work under this Contract, or caused by or resulting from any error, omission, or the negligent or intentional act of the Contractor, contractors, Suppliers, or Subcontractors, or any of their officers, agents, servants, or employees. The Contractor shall defend, indemnify, and hold harmless the County Indemnitees from and against any and all claims, loss, damage, charge, or expense to which they or any of them may be put or subjected by reason of any such damage, loss, or injury. The Contractor expressly agrees to provide a full and complete defense against any claims brought or actions filed against the County Indemnitees, where such claim or action involves, in whole or in part, the subject of the indemnity contained in this Contract, whether such claims or actions are rightfully or wrongfully brought or filed. The County has the sole discretion to choose the counsel who will provide the defense. No provision of this Contract and nothing herein shall be construed as creating any individual or personal liability on the part of any elected official, officer, employee, agent or servant of the County, nor shall the Contract be construed as giving any rights or benefits hereunder to anyone other than the parties to this Contract. The parties' obligations pursuant to this Section shall survive any acceptance of Work, or termination or expiration of this Contract.

I. **Insurance** Prior to commencing work, Contractor shall, at its sole expense, procure and maintain insurance of the types and in the amounts described below from insurer(s) authorized to transact business in the state where the work or operations will be performed by Contractor. Such insurance shall be placed with admitted insurers that maintain an A.M. Best's rating of not less than "A" (Excellent) with a Financial Size Category of VII or better with coverage forms acceptable to Contractor. The insurance described below shall be maintained uninterrupted for the duration of the project, including any warranty periods, and shall protect Contractor, and others as required by contract, for liabilities in connection with work performed by or on behalf of Contractor, its agents, representatives, employees or Contractors.

1. Certificates of Insurance in companies doing business in Georgia and acceptable to the County covering:
 - (a) Statutory Workers' Compensation Insurance, or proof that Contractor is not required to provide such coverage under State law;
 - (1) Employer's liability insurance by accident, each accident \$1,000,000
 - (2) Employer's liability insurance by disease, policy limit \$1,000,000
 - (3) Employer's liability insurance by disease, each employee \$1,000,000
 - (b) Professional Liability Insurance on the Contractor's services in this Agreement with limit of \$1,000,000;
 - (c) Commercial General Liability Insurance covering all operations with combined single limit of \$1,000,000;
 - (d) Comprehensive Automobile Liability Insurance with form coverage for all owned, non-owned and hired vehicles with combined single limit of \$1,000,000.
 - (e) Umbrella or Excess Insurance. Umbrella or excess insurance is to be provided with General Liability, Auto Liability and Employers Liability scheduled as underlying policies with limits not less than the following:
\$5,000,000 per occurrence
\$5,000,000 aggregate
2. Additional Insured Requirement:

- (a) The County, its elected officials, officers, employees and agents, hereinafter referred to in this article and in the article entitled "Certificates of Insurance" as "the County and its officers" are to be named as additional insured on all policies of insurance except worker's compensation insurance with no cross suits exclusion. The County and its officers shall be included as additional insureds under commercial general liability and commercial umbrella insurance, for liabilities arising out of both the ongoing and completed operations of Contractor. Such additional insured coverage shall be endorsed to Contractor's policy by attachment of ISO Additional Insured Endorsement forms CG 20 10 10 01 (ongoing operations) and CG 20 37 10 01 (products-completed operations), or form(s) providing equivalent coverage.
 - (b) All coverages required of the Contractor will be primary over any insurance or self-insurance program carried by the County.
 - (c) If the Contractor is a joint venture involving two (2) or more entities, then each independent entity will satisfy the limits and coverages specified here or the joint venture will be a named insured under each respective policy specified.
3. Fidelity Bond coverage shall be provided. Coverage limits shall not be less than the amount scheduled in the contract.
4. Certificates of Insurance must be executed in accordance with the following provisions:
 - (a) Certificates to contain policy number, policy limits, and policy expiration date of all policies issued in accordance with this Agreement;
 - (b) Certificates to contain the location and operations to which the insurance applies;
 - (c) Certificates to contain Contractor's protective coverage for any subcontractor's operations;
 - (d) Certificates to contain Contractor's contractual liability insurance coverage;
 - (e) Certificates are to be **issued** to:
DeKalb County, Georgia
Director of Purchasing & Contracting
The Maloof Center, 2nd Floor
1300 Commerce Drive
Decatur, Georgia 30030
5. The Contractor shall be wholly responsible for securing certificates of insurance coverage as set forth above from all subcontractors who are engaged in this work.
6. The Contractor agrees to carry statutory Workers' Compensation Insurance and to have all subcontractors likewise carry statutory Workers' Compensation Insurance.
7. Contractor agrees to waive all rights of subrogation and other rights of recovery against the County and its officers and shall cause each Subcontractor to waive all rights of subrogation for all coverage, excluding Professional E&O.
8. Failure of the County to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the County to identify a deficiency from evidence provided will not be construed as a waiver of the Contractor's obligation to maintain such coverage. Contractor understands and agrees that the purchase of insurance in no way limits the liability of the Contractor.
9. Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least sixty (60) days prior written notice to the County. Policies and Certificates of Insurance listing the County and its officers as additional insureds (except for workers' compensation insurance) shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in this Contract.
10. If the County shall so request, the Contractor will furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies. Contractor shall be responsible

and have the financial wherewithal to cover any deductibles or retentions included on the certificate of insurance.

J. **Georgia Laws Govern** The laws of the State of Georgia shall govern the construction of this Contract without regard for conflicts of laws. Should any provision of this Contract require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party, by reason of the rule of construction, that a document is to be construed more strictly against the party who itself or through its agent prepared same; it being agreed that the agents of all parties have participated in the preparation hereof, and all parties have had an adequate opportunity to consult with legal counsel. In interpreting this Contract in its entirety, the printed provisions of this Contract, and any additions written or typed hereon, shall be given equal weight, and there shall be no inference by operation of law or otherwise; that any provision of this Contract shall be construed against either party hereto.

K. **Venue** This Agreement shall be deemed to have been made and performed in DeKalb County, Georgia. For the purposes of venue, all suits or causes of action arising out of this Agreement shall be brought in the courts of DeKalb County, Georgia.

L. **Contractor and Subcontractor Evidence of Compliance; Federal Work Authorization** Pursuant to O.C.G.A. §13-10-91, the County cannot enter into a contract for the physical performance of services unless the Contractor, its Subcontractor(s) and sub-subcontractor(s), as that term is defined by state law, register and participate in the Federal Work Authorization Program to verify specific information on all new employees. Contractor certifies that it has complied and will continue to comply throughout the Contract Term with O.C.G.A. §13-10-91 and any related and applicable Georgia Department of Labor Rule. Contractor agrees to sign an affidavit evidencing its compliance with O.C.G.A. §13-10-91. The signed affidavit is attached to this Contract as Attachment B. Contractor agrees that in the event it employs or contracts with any Subcontractor(s) in connection with this Contract, Contractor will secure from each Subcontractor an affidavit that certifies the Subcontractor's current and continuing compliance with O.C.G.A. §13-10-91 throughout the Contract Term. Any signed Subcontractor affidavit(s) obtained in connection with this Contract shall be attached hereto as Attachment C. Each Subcontractor agrees that in the event it employs or contracts with any sub-subcontractor(s), each Subcontractor will secure from each sub-subcontractor an affidavit that certifies the sub-subcontractor's current and continuing compliance with O.C.G.A. §13-10-91 throughout the Contract Term. Any signed sub-subcontractor affidavit(s) obtained in connection with this Contract shall be attached hereto as Attachment D.

M. **County Representative** The County may designate a representative through whom the Contractor will contact the County. In the event of such designation, said representative shall be consulted and his written recommendation obtained before any request for extra work is presented to the County. Payments to the Contractor shall be made only upon itemized bill submitted to and approved by said representative.

N. **Contractor's Status** The Contractor will supervise and direct the Work, including the Work of all Subcontractors. Only persons skilled in the type of work which they are to perform shall be employed. The Contractor shall, at all times, maintain discipline and good order among his employees, and shall not employ any unfit person or persons or anyone unskilled in the work assigned him. The relationship between the County and the Contractor shall be that of owner and independent contractor. Other than the consideration set forth herein, the Contractor, its officers, agents, servants, employees, and any Subcontractors shall not be entitled to any County employee benefits including, but not limited to social security, insurance, paid annual leave, sick leave, worker's compensation, free parking or retirement benefits. All services provided by Contractor shall be by employees of Contractor or its Subcontractors and subject to supervision by Contractor. No officer or employee of Contractor or any Subcontractor shall be deemed an officer or employee of the County. Personnel policies, tax responsibilities, social security payments, health insurance, employee benefits and other administrative policies, procedures or requirements applicable to the Work or services rendered under this Contract shall be those of the Contractor, not the County.

O. **Georgia Open Records Act** Contractor shall comply with the applicable provisions of the Georgia Open Records Act, O.C.G.A. §50-18-70 *et seq.*

P. **First Source Jobs Ordinance and Preferred Employees** The Contractor is required to comply with the DeKalb County First Source Jobs Ordinance, Code of DeKalb County as Revised 1988, section 2-231 *et seq.*, and among other things, is required to make a good faith effort to hire DeKalb County residents for at least fifty percent 50% of all jobs created by an Eligible Project, as that term is defined in the First Source Ordinance, using the First Source Registry. Contractors, subcontractors, and independent contractors bidding on this contract will be encouraged by DeKalb County to have 25% or more of their labor forces for this project consist of Preferred Employees selected from the First Source Registry. The First Source Registry has Preferred Employees trained by U.S. Department of Labor registered apprenticeship programs and other partners. For information on Preferred Employees, please contact the DeKalb County Workforce Development by telephone at 404-687-3417 or 404-687-7171 or in person at 320 Church Street, Decatur, GA 30030.

Q. **Business License** Contractor shall submit a copy of its current, valid business license with this Contract. If the Contractor is a Georgia corporation, Contractor shall submit a valid county or city business license. If Contractor is a joint venture, Contractor shall submit valid business licenses for each member of the joint venture. If the Contractor is not a Georgia corporation, Contractor shall submit a certificate of authority to transact business in the state of Georgia and a copy of its current, valid business license issued by its home jurisdiction. If Contractor holds a professional license, then Contractor shall submit a copy of the valid professional license. Failure to provide the business license, certificate of authority, or professional license required by this section, may result in the Contract being terminated. Contractor shall ensure that any insurance, license, permit or certificate submitted in response to the County's ITB or as part of the Contract shall be current and valid when submitted, and shall remain valid, current and maintained in good standing for the Contract Term.

R. **Sole Agreement** This Contract constitutes the sole contract between the County and the Contractor. The terms, conditions, and requirements of this Contract may not be modified, except by Change Order. No verbal agreement or conversation with any officer, agent, or employee of the County, either before or after the execution of the Contract, shall affect or modify any of the terms or obligations herein contained. No representations, oral or written, shall be binding on the parties unless expressly incorporated herein. No Change Order shall be enforceable unless approved by official action of the County as provided by law or in this Contract.

S. **Attachments and Appendices** This Contract includes the following Attachments and Appendices all of which are incorporated herein by reference: Attachment A, Contractor's Cost Proposal; Appendix I, County's ITB; Appendix II, Contractor's Response; Attachment B, Contractor's Affidavit; Attachment C, Subcontractor's Affidavit(s); Attachment D, Sub-subcontractor's Affidavit(s); and Attachment E, Certificate of Corporate Authority or Joint Venture Certificate.

T. **Severability** If any provision of this Contract or the application thereof to any person or circumstance shall to any extent be held invalid, then the remainder of this Contract or the application of such provision to persons or circumstances, other than those as to which it is held invalid, shall not be affected thereby, and each provision of this Contract shall be valid and enforced to the fullest extent permitted by law.

U. **Notices** Any notice or consent required to be given by or on behalf of any party hereto to any other party hereto shall be in writing and shall be sent to the County's Chief Executive Officer and the Executive Assistant or to the Contractor or his authorized representative on the work site by (a) registered or certified United States mail, return receipt requested, postage prepaid, (b) personal delivery, or (c) overnight courier service. All notices sent to the addresses listed below shall be binding unless said address is changed in writing no less than fourteen days before such notice is sent. Future changes in address shall be effective upon written notice being given by the Contractor to the County's Executive Assistant or by the County to the Contractor's authorized representative via certified first class U.S. mail, return receipt requested. Such notices will be addressed as follows:

If to the County:

Chief Executive Officer
1300 Commerce Drive, 6th Floor
Decatur, GA 30030

and

Executive Assistant
1300 Commerce Drive
Decatur, Georgia 30030

With a copy to: Chief Procurement Officer
1300 Commerce Drive, 2nd Floor
Decatur, Georgia 30030

With a copy to: Director of the Finance Department
1300 Commerce Drive
Decatur, Georgia 30030

If to the Contractor:

_____,

V. **Counterparts** This Contract may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same Contract.

W. **Controlling Provisions** The Contract for this Project shall govern the Work. If any portion of the Contract shall be in conflict with any other portion, the various documents comprising the Contract shall govern in the following order of precedence: Contract, Change Orders or modifications issued after execution of the Contract; the provisions of the County's ITB; and the Contractor's Response thereto.

X. **Funding** The Contractor has been informed and understands that funding for this Contract is provided under the Workforce Innovation and Opportunity Act (WIOA) and expressly agrees that performance of the Contract, in whole or in part, is contingent upon and subject to the availability of such funding under the Workforce Innovation and Opportunity Act (WIOA) Act to the WorkSource DeKalb, DeKalb County, Georgia.

[SIGNATURES CONTINUE ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in three counterparts, each to be considered as an original by their authorized representative.

DEKALB COUNTY, GEORGIA

By: _____(SEAL)
Signature

Name (Typed or Printed)

Title

Federal Tax I.D. Number

Date

ATTEST:

Signature

Name (Typed or Printed)

Title

APPROVED AS TO SUBSTANCE:

Department Director

by Dir.(SEAL)
MICHAEL L. THURMOND
Chief Executive Officer
DeKalb County, Georgia

Date

ATTEST:

BARBARA H. SANDERS, CCC, CMC
Clerk of the Chief Executive Officer
and Board of Commissioners of
DeKalb County, Georgia

APPROVED AS TO FORM:

County Attorney Signature

County Attorney Name (Typed or Printed)

**SAMPLE COUNTY CONTRACT
ATTACHMENT A**

Contractor's Price Schedule

The County's Invitation to Bid (ITB)
No. 19-101091

SAMPLE COUNTY CONTRACT

APPENDIX I

“Excerpts from the
Contractor’s Response to the
County’s Invitation to Bid
(ITB) No. 19-101091”

SAMPLE COUNTY CONTRACT

APPENDIX II

**SAMPLE COUNTY CONTRACT
ATTACHMENT B**

Contractor Affidavit under O.C.G.A. §13-10-91

By executing this affidavit, the undersigned Contractor verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of DEKALB COUNTY has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. §13-10-91. Furthermore, the undersigned Contractor will continue to use the federal work authorization program throughout the Contract Term and the undersigned Contractor will contract for the physical performance of services in satisfaction of such contract only with Subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. §13-10-91. Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Project

DeKalb County Georgia Government

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 20__ in _____(city), _____(state).

By: _____
Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

Subscribed and Sworn before me on this the
_____ day of _____, 20__.

NOTARY PUBLIC

My Commission Expires:

**SAMPLE COUNTY CONTRACT
ATTACHMENT C**

Subcontractor Affidavit under O.C.G.A. § 13-10-91

By executing this affidavit, the undersigned Subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with _____ (insert name of Contractor) on behalf of DEKALB COUNTY, GEORGIA has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned Subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the Subcontractor with the information required by O.C.G.A. § 13-10-91. Additionally, the undersigned Subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the Contractor within five business days of receipt. If the undersigned Subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned Subcontractor must forward, within five business days of receipt, a copy of the notice to the Contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

DeKalb County Georgia Government
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 20__ in _____ (city), _____ (state).

By: _____
Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

Subscribed and Sworn before me on this the
_____ day of _____, 20__.

NOTARY PUBLIC
My Commission Expires:

**SAMPLE COUNTY CONTRACT
ATTACHMENT D**

Sub-subcontractor Affidavit under O.C.G.A. § 13-10-91

By executing this affidavit, the undersigned sub-subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract for _____ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract) and _____ (name of Contractor) on behalf of DEKALB COUNTY, GEORGIA has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with the information required by O.C.G.A. § 13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to _____ (name of Subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Additionally, the undersigned sub-subcontractor will forward notice of the receipt of any affidavit from a sub-subcontractor to _____ (name of Subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Sub-subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Sub-subcontractor

Name of Project

DeKalb County Georgia Government

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 20__ in _____ (city), _____ (state).

By: _____
Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

Subscribed and Sworn before me on this the _____ day of _____, 20__.

NOTARY PUBLIC
My Commission Expires: _____

**SAMPLE COUNTY CONTRACT
ATTACHMENT E**

CERTIFICATE OF CORPORATE RESOLUTION

I, _____, certify the following:

That I am the duly elected and authorized Secretary of _____ (hereinafter referred to as the “_____”), an _____ organized and incorporated to do business under the laws of the State of _____;

That said corporation has, through lawful resolution of the Board of Directors of the corporation, duly authorized and directed _____, in his official capacity as _____ of the corporation, to enter into and execute the following described agreement with DeKalb County, a political subdivision of the State of Georgia:

_____;

That the foregoing Resolution of the Board of Directors has not been rescinded, modified, amended, or otherwise changed in any way since the adoption thereof, and is in full force and effect on the date hereof.

IN WITNESS WHEREOF, I have set my hand and corporate seal;

This the _____ day of _____, 20____.

(CORPORATE
SEAL)

(Secretary)



ATTACHMENT K

ASSURANCES AND CERTIFICATIONS

I. The Contractor assures WorkSource DeKalb (WSD) that he/she will comply with the Workforce Innovation and Opportunity Act (WIOA) Public Law 105-220 or any subsequent regulation; 20 CFR Part 652 et al. or any subsequent regulation; and associated OMB Circulars such as A-87, A-21, A-102, A-122, A-110, A-133, etc. or any subsequent regulations; and any Georgia Department of Economic Development, Workforce Division and/or WSD requirements. In the event that the Assurances are updated, the Contractor will be required to adhere to any new Assurances.

II. As recipients of WIOA Title IB adult, youth, and dislocated worker funds, you must obtain and have posted the following certifications and assurances.

- (i) Certification Regarding Lobbying (29 CFR Part 93)
- (ii) Drug-Free Workplace Requirements Certification (29 CFR Part 98)
- (iii) Nondiscrimination And Equal Opportunity Assurance (29 CFR Part 37)
- (iv) Certification Regarding Debarment, Suspension, and Other Responsibility Matters
- (v) Primary Covered Transactions (29 CFR Part 98)
- (vi) Standard Assurances For Non-Construction Programs

All recipients of WIOA Title IB funds including local workforce areas, eligible training providers, on-the-job training and work experience worksites and participants are made aware of the certifications and assurances.

All grants, Memorandum of Understanding or Agreement, provider agreements or any other formal contract paid in full or in part with WIOA Title IB funds must contain the following assurances or, at a minimum must be referenced.

A. Certification Regarding Lobbying

As the duly authorized representative, the Contractor certifies 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 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 Contractor shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, provider agreements, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.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.

B. Certification Regarding Drug-Free Workplace Requirements

As the duly authorized representative, the contractor certifies that it will provide a drug-free workplace by:

1. Publishing a statement, signed by the authorized authority, 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 violations of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about:
 - (i) The dangers of drug abuse in the workplace;
 - (ii) The contractor's policy of maintaining a drug-free workplace;
 - (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (iv) Penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Making it a requirement that each employee engaged in or that plans to engage in the performance of WIOA federally funded grants be given a copy of the statement required by paragraph (1);
4. Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the grant, the employee will:
 - (i) Abide by the terms of the statement; and
 - (ii) Notify the employer in writing of his or her conviction for violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
5. Notifying the WFD in writing, within ten calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is convicted:
 - (i) 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; or
 - (ii) 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;
7. Ensure that all recipients of WIOA Title IB funds including participants, service and training providers provide notification that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited at service and training provider sites and specify the actions that will be taken against employees for violations of such prohibition;
8. Making a good faith effort that the Contractor and provider worksites maintain a drug- free workplace through implementation of paragraphs (1)-(7).

C. Nondiscrimination And Equal Opportunity Assurance

1. As the duly authorized representative the Contractor assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:
 - (i) WIOA Equal Opportunity and Nondiscrimination Regulations 29 CFR Part 37 and Section 188 of the Workforce Innovation and Opportunity Act which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title IB financially assisted program or activity;

- (ii) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin;
 - (iii) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
 - (iv) The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age;
 - (v) Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs; and
2. This assurance applies to the Contractor's operation of the WIOA Title IB financially assisted program or activity, and to all agreements the Contractor makes to carry out the WIOA Title IB financially assisted program or activity. The Contractor understands that the Grantor has the right to seek judicial enforcement of this assurance.

D. Certification Regarding Debarment, Suspension, and Other Responsibility Matters

As the duly authorized representative the 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 transaction by any Federal department or agency;
2. Have not within a three-year period preceding this ITB 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 certification; and
4. Have not within a three-year period preceding this application/bid had one or more public transactions (Federal, State or local) terminated for cause or default.

E. Assurances – Non-Construction Programs

As the duly authorized representative the Contractor certifies that this agency:

1. Has the legal authority and the institutional managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of WIOA Title IB programs.
2. Will give the Comptroller General of the United States and the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to WIOA Title IB programs; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete work relating to financial and management information system reporting requirements within acceptable times frames.
5. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) all other laws incorporated into or referenced in the Workforce Innovation and Opportunity Act of 1998, including, Title VI of the Civil Rights Act as amended; (b) Title IX of the Education Amendments of 1972, as amended; (c) Section 504 of the Rehabilitation Act as amended; (d) the Age Discrimination Act of 1975, as amended; (e) the Drug Abuse Office and Treatment Act of 1972 (PL 91-616) as amended; (f) 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; (g) Title VIII of the Civil Rights Act of 1968 as amended; (h) Military

Selective Service Act; (i) Nontraditional Employment for Women Act; and (j) Department of Labor Federal Regulations at 29 CFR Parts 34 and 1604.

6. Will comply with Federal regulation 20 CFR 652, et al., regarding the retention of records;
 7. Will certify if requested, in accordance with 29 CFR Part 98, Section 98.510, that neither it nor its one-stop operators, service providers or training providers are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 8. Will comply as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a. to 276a. 7), 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 sub-agreements.
 9. Will comply with the provisions of the Hatch Act (U.S.C. 1501-1508 and 7324-7328), which limit political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
 10. 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.
 11. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing WIOA Title IB programs.
- F. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 7401 et seq.), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000)
- G. Federal Water Pollution Control Act (33 USC Sec. 1251 et seq.): Contractor agrees to comply with all applicable standards, orders or regulations of this Act if contract exceeds \$100,000.
- H. The Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871), as referenced at 29 CFR 97.36(i)(13), regarding mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan.
- I. The Resource Conservation and Recovery Act (Pub. L. 94-580 codified at 42 USC Sec. 6962), as referenced at 29 CFR 95.16, regarding giving preference in procurement programs funded with federal funds to the purchase of recycled products pursuant to EPA guidelines.
- J. The Federal Social Security Act, 42 USC Sec. 303 and 503, requiring states to disclose UI information to designated public officials for programs such as food stamps and child support recovery.
- K. Public Law 104-191, August 21, 1996: Health Insurance Portability and Accountability Act of 1996.
- L. Walsh- Healy Act, 41 U.S.C. 35 et seq.
- M. Service Contract Act of 1965, 41 U.S.C.351-58. as amended by P.L. 92-473 and P.L. 94-489.
- N. The Jobs for Veterans Act of 2002, Public Law 107-288
- O. Public Law 109-234, Salary and Bonus Limitations
- P. Georgia Security and Immigration Compliance Act of 2006 (Act 457), Chapter 300-10-1 – Public Employers, Their Contractors and Subcontractors Required To Verify New Employee Work Eligibility Through A Federal Work Authorization Program.
- Q. Whistleblower Protection: The Contractor awarded funds shall promptly refer to the US. Department of Labor Office of Inspector General any credible evidence that a principal, employee, agent, contractor, sub-recipient, subcontractor, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation

of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds. (Recovery Act Sec. 1553)

- R. The Byrd Anti-Lobbying Amendment and restrictions on lobbying as codified in 29 CFR Part 93
- S. Compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 328 and 333) (Contracts exceeding \$2,500 involving employment of mechanics/laborers; construction contracts in excess of \$2,000)
- T. The requirements related to nepotism found at 20 CFR 667. Subpart B.
- U. The requirement to allow access by the Federal Grantor agency, the U.S. Comptroller General, the State Grantee agency, the Sub-grantee agency, or any of their duly authorized representatives to any employees, books, document, papers and records which are directly pertinent to the provision of services under this Agreement for the purpose of making audit, examination, excerpts, and transcriptions. [29 CFR 97.36(i)(10)]
- V. The requirement to retain all pertinent records for three years after the Contractor receives final payment and all pending litigation, claims, and audit findings are closed. (29 CFR 97.42, 29 CFR 95.53)
- W. Government-wide debarment and suspension (29 CFR Part 98) and government-wide drug- free workplace requirements
- X. For all contracts in excess of the small purchase threshold, administrative, contractual, or legal remedies where contractors violate or breach contract terms. The clause provides for sanctions or penalties, as appropriate.

Federal Regulation: §200.326 Contract Provisions The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.

Appendix II to Part 200 —Contract Provisions for Non -Federal Entity Contracts Under Federal Awards (*changes highlighted)

In addition to other provisions required by the Federal agency or non -Federal entity, all contracts made by the non - Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non - Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60 -1.3 must include the equal opportunity clause provided under 41 CFR 60 -1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964 -1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis -Bacon Act, as amended (40 U.S.C. 3141 - 3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non -Federal entities must include a provision for compliance with the Davis -Bacon Act (40 U.S.C. 3141 -3144, and 3146 - 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non -Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each

solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non -Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti -Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non -Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 -3708). Where applicable, all contracts awarded by the non -Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Copies formatted for printing are available at: www.maximus.com/higher-education/omb-uniform-guidance 83 Copies formatted for printing are available online at: Page 84 <http://www.maximus.com/our-services/education/higher-education/omb-uniform-guidance> Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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

(G) Clean Air Act (42 U.S.C. 7401 -7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 -1387), as amended —Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non - Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 -7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 -1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

(I) Debarment and Suspension (Executive Orders 12549 and 12689) —A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(J) Byrd Anti -Lobbying Amendment (31 U.S.C. 1352) — Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies

to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non -Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non - Federal award .

(K) See §200.322 Procurement of recovered materials.

Provider(s), Contractor(s), and/or Sub – recipient(s) assures that he/she will comply fully with the nondiscrimination and equal opportunity provision of the Workforce Innovation and Opportunity Act; 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; and with all applicable requirements imposed by or pursuant to regulation implementing those laws, including but not limited to 29 CFR part 34. The United States has the right to seek judicial enforcement of this assurance.

In the event that the Assurances are updated, the Provider may be notified by DeKalb County. The Provider is responsible for adhering to any new Assurances regardless of receipt of notification from DeKalb County.