



**DeKalb County  
Department of Purchasing and Contracting**

Maloof Administration Building, 1300 Commerce Drive, 2<sup>nd</sup> Floor, Decatur, Georgia 30030

March 18, 2019

**INVITATION TO BID (ITB) NO. 19-101092  
FOR  
CAREER AND TRAINING SERVICES FOR DISLOCATED WORKERS  
(MULTIYEAR CONTRACT WITH ONE (1) OPTION TO RENEW)**

**DEKALB COUNTY, GEORGIA**

Procurement Agent:	Cathryn Horner, CPPB
Phone:	404-371-6334
Email:	cghorner@dekalbcountyga.gov
Pre-Bid Conference: (Not Mandatory)	March 28, 2019 at 10:00 am WorkSource DeKalb 774 Jordan Lane, Building Decatur, Georgia 30033
Deadline for Submission of Questions:	5:00 P.M. ET, March 29, 2019
Bid Opening:	3:00 P.M. ET, April 8, 2019

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

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.

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**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.

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## INVITATION TO BID OVERVIEW

### A. PURPOSE:

DeKalb County Government (the County) is soliciting bids for **ITB No. 19-101092 for Career and Training Services for Dislocated Workers (Multiyear Contract with One (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
Pre-Bid Conference: (Non-Mandatory)	March 28, 2019 at 10:00 am WorkSource DeKalb 774 Jordan Lane, Building #4 Decatur, Georgia 30033
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  
Malooof Administration Building  
1300 Commerce Drive, 2<sup>nd</sup> 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 with the exception of the price schedule) 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 **Cathryn Horner, Procurement Manager – 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 404-371-6334 or via email at [cghorner@dekalbcountyga.gov](mailto:cghorner@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](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.worksourcedekalb.org](http://www.worksourcedekalb.org) or 404-687-3400.

11. Sample County Contract

The attached sample contract is the County's standard contract document (See Attachment K), 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. 19-101092 for Career and Training for Dislocated Workers (Multiyear Contract with One (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. Do you want to reserve this right?



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. 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 31<sup>st</sup>, 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 1<sup>st</sup> 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.

**F. 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.

**G. 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.

**H. 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 vendor will extend the same prices, terms, and conditions to the city. 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

### I. 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:

The Office of Management and Budget's (OMB's) Guidance for Grants and Agreements can be viewed here :[http://www.ecfr.gov/cgi-bin/text- /Title02/2cfr200\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text- /Title02/2cfr200_main_02.tpl)

State WIOA Policy and Guidance can be found here: <http://www.georgia.org/competitive-advantages/workforce-division/worksource-georgia/resources/technical-assistance/>

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 comprising of 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>.

## II. Objectives

The objectives of this solicitation are as follows:

- A. To select a qualified contractor to provide Dislocated Worker Services (Career and Training) 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 <https://www.doleta.gov/WIOA/>).
- B. 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 recruit and determine eligibility for Dislocated Workers; effectively manage statewide services consistent with the WSD one-stop service delivery model; commit to several program elements deemed by the WSDB to be required components of the Dislocated Worker program designs; and recognize the direct oversight and leadership role that WSD shall maintain in managing service delivery contracts. The overall purpose of the Dislocated Worker program is to provide viable pipelines to assist with the employment and training opportunities of eligible Dislocated Workers.

- C. To establish WIOA funding for each program year as determined by 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 Dislocated Worker 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 Career & Training Services Funding will be as follows:

#### ***Dislocated Worker Formula Funding***

➤ *First Renewal Term: \$233,123.62*

➤ *Second Renew Tern \$233,123.62*

**Total Career Services funding: \$466,247.24**

**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 Dislocated Workers only.***

- D. The initial contract term under this solicitation is from July 01, 2019 – 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 an additional one (1) additional one-year period with 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.*

- E. The deliverables at the end of the project should result in eligible WIOA Dislocated Workers securing employment self-sufficient wages at a minimum of \$14.00. Services options are listed in this ITB in *Minimum Specifications*.

## I. QUALIFICATION REQUIREMENTS:

The Bidder submitting a bid must meet the minimum qualifications listed below in order to have their 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 their 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' 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 state the date the contract term expired. 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. The overall purpose of the Dislocated Worker program is to provide viable pipelines to assist with the employment and training opportunities of eligible WIOA Dislocated Worker. This goal is completed through one of the three (3) below listed program designs. Bidders may provide a bid on one, two or any combination of the options listed below:

### A. Program Overview

	Program Name	Program Description	Goal	Minimum Number of Participants per Year
<b>OPTION A</b>	Work-Based Learning (OJT & WEX <i>AND</i> Direct Placement	Provide work based learning opportunities (i.e. Internships), host career fairs, and/or facilitate hiring events that lead to sustainable unsubsidized wages and permanent employment.  Additionally, provide relevant work readiness training and job development workshops.	Program participants are placed in unsubsidized full-time employment opportunities within the High Demand Industry Sectors, receiving a minimum of \$14 per hour, with a minimum of thirty-two (32) hours work week for twelve (12) months of initial program enrollment per contract term.	<b>60</b>
<b>OPTION B</b>	Individual Training Account ( <i>ITA</i> ) Occupational Certification Attainment <i>AND</i> Direct Placement	Provide occupational skills training within the High Demand Industry Sectors using the State of Georgia’s Eligible Training Provider List and/or an approved training provider list as per Federal, State, and Local Policy.  Reference Option A Program Description – Direct Placement	Program participants must complete occupational skills training, receive a national and/or state recognized credential, and (if applicable) pass all required exams associated with the certification within twelve (12) months of the initial program enrollment per contract term.  Reference Option A Program Goal – Direct Placement.	<b>60</b>
<b>OPTION C</b>	Direct Placement	Provide career planning assessments to determine appropriate career pathway. Reference Option A Program Description – Direct Placement	Reference Option A Program Goal – Career Placement.	<b>100</b>



## **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 L, *Assurances and Certifications*), the Contractor will be required to adhere to any new Assurances.

## **III. Background**

On behalf of the WSDB, WorkSource DeKalb focuses on demand-driven workforce solutions by providing data and resources for businesses seeking a skilled workforce; as well as providing workforce solutions for dislocated workers and qualified unemployed/underemployed adults. The primary method of delivering these services is through a One Stop Career Center that assist people seeking employment, training and education services. Funding through WSD is provided for residents who live in, or have been laid off from their jobs in DeKalb County.

The Workforce Innovation and Opportunity Act's primary service delivery tool is the one-stop system. The one-stop system provides the eligible local population access to the federally funded services of the required partners' programs. The Act requires each Local Workforce Development Area (LWDA) to establish, at a minimum, one comprehensive One-Stop Center which makes all the required partners' programs available through either dedicated staff or direct linkage during normal business hours. In addition to the comprehensive One-Stop Center, LWDA's may have affiliate service locations which provide access to one or more of the required partners' programs. These affiliate sites and the comprehensive One-Stop Center together make-up each LWDA's one-stop system.

The comprehensive One-Stop Center for the DeKalb County is WorkSource DeKalb, located in DeKalb County, Georgia. WSDB also provides a mobile unit with scheduled stops to multiple locations throughout the DeKalb County service area.

The following information provides descriptions of roles, responsibilities and requirements that the Contractor will adhere to during the performance of services under the agreement(s) resulting from this ITB.

## **IV. Career & Training Services Provider Roles**

WIOA authorizes "career services" for Dislocated Workers, rather than "core" and "intensive" services, as authorized by WIA. There are three types of "career and training services": basic career services, individualized career services, and follow-up services. These services can be provided in any order as there is no sequence requirement for these services. Career and training services under this approach provide local areas and service providers with flexibility to target services to the needs of the customer.

WIOA defines the required activities authorized for Dislocated Workers. Bidders are encouraged to read WIOA, related administrative regulations, and State guidance to understand the scope of authorized activities. These activities include:

- eligibility determination (must meet WIOA eligibility before any services are provided to participant);
- adult education and literacy activities;
- career counseling;
- career planning;
- comprehensive skills assessments;
- development of an Individual Employment Plan;
- financial literacy;
- group counseling;
- in depth interviewing and evaluation of barriers to employment;
- information and assistance with establishing eligibility for financial aid and assistance for educational programs other than WIOA;
- information on supportive services available through other programs;
- initial assessment of skills;
- job readiness training;
- job search and placement assistance;
- occupational skills training;
- out of area job search;
- outreach and intake;
- private sector training programs;
- provision of information on in-demand occupations and non-traditional employment;
- provision of labor market information;
- recruitment and other business services for employers;
- referrals to partner programs and other available programs in the community;
- short term prevocational services;
- skill upgrading and retraining;
- soft skills training;
- supportive service needs;
- supportive services;
- training services;
- work experience;
- work-based learning programs include On-The-Job Training, Incumbent Worker Training, and Apprenticeships;
- follow-up services.

## **V. Eligibility**

### **A. Dislocated Worker Eligibility**

To be eligible to receive WIOA services as an adult in the Dislocated Worker programs, an individual must:

- be 18 years of age or older;
- be a citizen or noncitizen authorized to work in the United States; and
- meet Military Selective Service registration requirements (males who are 18 or older and born on or after January 1, 1960, unless an exception is justified).

**B. WIOA Dislocated Worker Eligibility (General WIOA Eligibility)**

In order to be eligible to receive services or participate in activities funded by WIOA, all participants must be able to prove their Citizenship or Eligible Noncitizen status. Services funded by WIOA shall be available to citizens and nationals of the United States, lawfully admitted permanent resident aliens, refugees, asylees, and parolees, and other immigrants authorized by the Attorney General to work in the United States.

The U.S. Citizenship and Immigration Services establishes a list of acceptable documents for identifying employment authorization. This list can be found on the Department of Homeland Security's Form I-9, Employment Eligibility Verification, and List of Acceptable Documents.

**Acceptable documents that establish both Citizenship (Identity) and Employment Eligibility status are:**

- Acceptable documents that establish Citizenship (Identity):
- Acceptable documents that establish Employment Eligibility:
- Driver's License issued by a Canadian government authority
- ID Card issued by federal, state, or local government agency or entity – must contain photograph or information, such as name, date of birth, gender, height, eye color, and address
- Permanent Resident Alien Card or Alien Registration Receipt Card (INS Form I-551)
- U.S. Passport (unexpired or expired)
- Unexpired Employment Authorization Document issued by DHS
- Unexpired Employment Authorization Document that contains a photograph (INS Form I-688, I 688-A, I- 688B, or I-766)
- Unexpired Foreign Passport, with temporary I-551 stamp or attached unexpired Arrival-Departure Record, INS Form I-194, bearing the same name as the passport and containing an endorsement of the alien's nonimmigrant status, if that status authorizes the alien to work for a US employer.
- US Citizen ID Card (INS Form I-179)
- US Coast Guard Merchant Mariner Card
- US Military Card or Draft Record
- US Social Security Card issued by the Social Security Administration
- Valid Driver's License or ID Card issued by a state or U.S. Territory

In addition to the above Citizenship and Employment Eligibility requirements, all male applicants for WIOA funded services must be able to prove they have properly registered with Selective Service or are exempt from doing so.

**C. A dislocated worker is an individual who meets one of the following five sets of criteria:**

**1. The individual:**

- has been terminated or laid off through no fault of their own or has received a notice of no-fault termination or layoff from employment;
- is eligible for or has exhausted entitlement to unemployment compensation or has been employed for a duration sufficient to demonstrate attachment to the workforce but is not eligible for unemployment compensation due to insufficient earnings or having performed services for an employer that was not covered under a state's UI law; and

- is unlikely to return to a previous industry or occupation.
2. **The individual:**
    - has been terminated or laid off through no fault of their own or has received a notice of no-fault termination or layoff from employment as a result of any permanent closure of, or any substantial layoff at a plant, facility, or enterprise;
    - is employed at a facility at which the employer has made a general announcement that such facility will close within 180 days; or
    - for purposes of eligibility to receive services other than training services, career services, or support services, is employed at a facility at which the employer has made a general announcement that such facility will close.
  3. **The individual was self-employed (including employment as a farmer, a rancher, or a fisherman) but is unemployed as a result of general economic conditions in the community in which the individual resides**
    - or because of natural disasters. This includes individuals working as independent contractors or consultants but not technically employees of a firm.
  4. **The individual is a displaced homemaker, as defined in WIOA § 3 (16). A displaced homemaker is an individual who has been providing unpaid services to family members in the home and who:**
    - is unemployed or underemployed and experiencing difficulty finding or upgrading employment; and
    - has been dependent on the income of another family member but is no longer supported by that income; or
    - is the dependent spouse of a member of the Armed Forces on active duty and whose family income is significantly reduced because of a deployment, a call or order to active duty, a permanent change of station, or the service-connected death or disability of the member.
  5. **The individual is a separating service member from the Armed Services with a discharge other than dishonorable, the separating service member qualifies for dislocated worker activities based on the following criteria:**
    - The separating service member has received a notice of separation (**DD214**) from the Department of Defense or other documentation showing a separation or imminent separation from the Armed Forces to satisfy the termination or layoff eligibility criteria (These documents must meet the requirement that the individual has received a notice of termination or layoff, to meet the required dislocated worker definition);
    - The separating service member is eligible for or has exhausted of unemployment compensation for Ex-service members (UCX); and
    - As a separating service member, the individual meets the eligibility criteria that the individual is unlikely to return to a previous industry or occupation in the military. (**TEGL 19-16**).
  6. **The individual is the spouse of a member of the Armed Forces on active duty who:**
    - has experienced a loss of employment as a direct result of relocation to accommodate a permanent change in duty station of such member; or
    - is unemployed or underemployed and experiencing difficulty finding or upgrading employment.
    - is the dependent spouse of a member of the Armed Forces on active duty and whose family income is significantly reduced because of a deployment, a call or order to active

duty, a permanent change of station, or the service-connected death or disability of the member.

**7. The individual is underemployed, which is defined as:**

- A person who was laid off from a previous employer, but has found employment earning wages that are 85% or less of the salary that was paid at the employer of dislocation; and/or
- A person who is in employment that uses significantly less skills or abilities than the job of dislocation and is not commensurate with the individual's demonstrated level of educational attainment.

**8. An individual who may have been separated for cause, filed an appeal to UI and was determined to be 'no-fault' and eligible for UI (based on that employers contributions) may be eligible as a dislocated worker.**

**9. Definitions and Documentation required for 'Unlikely to Return' to a previous industry or occupation.**

- In order to be considered as unlikely to return to a previous industry or occupation, an individual must meet at least one of the following criteria and the individual file should contain the 'Unlikely to Return' checklist and appropriate supporting documentation.
- The individual worked in a declining industry or occupation, as documented on State and locally developed labor market information, such as Georgia Labor Market Explorer, Burning Glass or EMSI. (Local high demand as well as declining occupation lists must be developed by an appropriate entity, such as the LWDB, local Chamber of Commerce, economic development agency, a qualified consultant/educational entity, or other valid public use quality source of labor market information.)
- A plant closure or substantial layoff (within the labor market area in the same industry or occupation) has occurred in the last six months.
- The individual has been actively seeking, but unable to find employment in their previous industry or occupation for a period of ninety days or more.
- The individual was "separated" from active military duty under conditions other than dishonorable.
- The spouse of active military personnel who must leave their job in order to follow their spouse to their new permanent station and meets the definition of "unlikely to return" to previous industry/occupation.
- The individual worked in an industry or occupation for which there are limited job orders in Employ Georgia at the time of eligibility determination, as documented by WorkSource DeKalb.
- Individual is not sufficiently educated and/or does not have the necessary skills for reentry into the former industry or occupation, as documented through an assessment of the individual's educational achievement levels. (Since a WIOA funded assessment cannot be conducted until after WIOA eligibility, a self- assessment or prior assessment of skills by another qualified entity may be used).
- Individual has had a lack of job offers as documented by the WorkSource DeKalb, rejection letters from employers in the area or other documentation of unsuccessful efforts to obtain employment in the prior industry or occupation.
- Individual cannot return to their previous industry or occupation because of physical or other limitations, which would prevent reentry into the former industry or occupation, as documented by a physician or other applicable professional (e.g. Psychiatrist, psychiatric

- social worker, chiropractor, etc.)
- Individuals laid off on a temporary basis with a specific return date and/or determined by UI to be attached to an employer (leave of absence, etc.) do not meet the criteria of unlikely to return to work in a previous industry or occupation.

**VI. Work-Based Learning Training Activities**

- A. **Work Experience (WEX):** A work experience or internship is a planned, structured learning experience that takes place in a workplace for a limited period of time. Work experiences or internships may be paid or unpaid, as appropriate and consistent with other laws, such as the Fair Labor Standards Act. A work experience or internship may be arranged within the private for-profit sector, the non-profit sector, or the public sector.
- B. **On-The-Job Training (OJT):** OJT provides reimbursements to employers to help compensate for the costs associated with skills upgrade training for newly hired employees and the lost production of current employees providing the training (including management staff). OJT training can assist employers who are looking to expand their businesses and who need additional staff trained with specialized skills. OJT employers may receive up to 50% reimbursement of the wage rate (in certain circumstances up to 75%) of OJT trainees to help defray personnel training costs.
  - a. Target Populations – Dislocated Workers in need of new employer-based skills, individuals with barriers to employment including: unemployed workers (including long-term unemployed), underemployed workers, and older/out-school-youth.

**VII. Core Program Requirements**

- A. Each program should be designed to provide services and successful employment outcomes documented in the State Case Management System for WIOA eligible Dislocated Workers for the duration of the contract. Recruitment of appropriate targeted adult and/ or dislocated worker populations will be the responsibility of the contractor and in adherence with the WIOA guidelines. Please see a list of other WIOA services that may be assigned to WIOA eligible customers:

SERVICE CODE	SERVICE DESCRIPTION	SERVICE TYPE
125	Job Search/Placement Asst., Inc. Career Counseling	PS - Office Services
181	Supportive Service - Transportation Assistance	SS - Transportation
185	Support Service -Other	SS - Other
200	Individual Counseling	PS - Other
219	Work Experience	PS - Work Experience
300	Occupational Skills Training - Approved Provider List (ITA)	PS - Approved Provider Training - ITA
301	On-The-Job Training	PS - OJT

309	Locally Funded Incumbent Worker Training (IWT)	PS - Training Non-ITA
314	Enrolled In Apprenticeship Training	PS - Non-ITA Occupational Skills
326	Support Service - Needs Related Payments	SS - Other

*Service codes are via the State's case management database system, Geographic Solutions*

- B. Contractor(s) are required to integrate basic skills with job specific skills, where appropriate, for all participants.
- C. Programs must provide career services as a connection to subsidized or unsubsidized employment also known as Work Based Training. Efforts must be made to inform and educate eligible Dislocated Workers of the in-demand occupations in the local area. Internship opportunities in these high demand occupations are highly encouraged. (All internship employer locations must be properly vetted by the contractor and approved by WSD.)
- D. Programs must include collaborations with at least two (2) partners from the following categories:
  - a. An education entity (i.e. a technical school, community college, or university);
  - b. A business or business consortium;
  - c. A community or faith-based organization; or
  - d. A government agency (i.e. social service agency, public housing agency, probation or other related program).

### **VIII. 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 an agency in developing the quarterly and annual performance reports assist WSD in conducting data validation activities consistent with

federal requirements.

4. WIOA Performance outcomes for this grant is listed below:

<b><i>DISLOCATED WORKER</i></b>	<b><i>Definition</i></b>	<b><i>Performance Goals</i></b>
<b>Employment Rate 2<sup>nd</sup> Qtr. After Exit</b>	% of participants in unsubsidized employment	81.5%
<b>Employment Rate 4<sup>th</sup> Qtr. After Exit</b>	% of participants in unsubsidized employment	81.0%
<b>Median Earnings 2<sup>nd</sup> Qtr. After Exit</b>	Median earnings of participants after entry into unsubsidized employment	\$7,000
<b>Credential Attainment within 4 Qtrs. After Exit</b>	% of participants who obtain a recognized credential, secondary diploma during participation, or industry recognized credential related to training	76.0%

## **IX. Case Management**

- A. All eligible adult and/ or dislocated workers shall receive an Individual Employment Plan (IEP) that includes employability development plans, service objectives and plans, as well as educational and personal development goals. Goals and plans must be reviewed and updated every 90 days. Contractors will be required to use the IEP template provided by WSD.
- B. Contractors must implement a system that monitors the eligible adult and/ or dislocated workers' time and attendance. Documentation must be submitted to reflect attainment of the minimum training hours and competencies.
- C. Contractors shall maintain a digital and hard copy case file for each eligible adults and/or dislocated workers. The files will be considered WSD property and original files must be turned over to the WSDB at the end of the contract unless other arrangements are made during contract termination. Digital files shall be created and maintained in a format acceptable to WSD.
- D. During the program period, Dislocated Workers shall go through an intake and assessment process with an IEP to guide their program involvement through the individual's participation term.
- E. Entities delivering the WIOA services to Dislocated Workers are required to case manage Dislocated Workers upon enrollment into services which is inclusive of follow-up services.



## **X. Marketing, Promotions, and Outreach Activities**

- A. The Contractor shall submit a minimum of one (1) per quarter per funding program a written “customer success story” to WSD each program year of this agreement.
- B. The Contractor shall coordinate any publicity and other promotional activities specific to WIOA activities with WSD, who shall be informed in advance of any promotional plans. Contractor shall obtain approval by WSD prior to including WSD logo or materials in any publicity and other promotional activities.
- C. The Contractor shall clearly state that WSD is the sponsor of WIOA programs/services and related activities on all written and electronic materials developed with WIOA funds or promoting WIOA services/performance, including Contractor annual reports. Additionally, Contractor will also clearly follow all Federal, State, and County guidelines related to the promotion/allocation of all funds received via this ITB.
- D. The Contractor shall comply with the disclaimer requirements of 29 CFR part 38 section 188 of the WIOA (Equal Opportunity) on all solicitations, advertisements, or promotional activities.
- E. The Contractor shall use the WSD logo as the heading on all program forms and written correspondence to WIOA customers/participants.
- F. Regarding recruitment/outreach to participants and employers, the Contractor shall:
  - 1. Budget sufficient WIOA funding to support local recruitment/outreach plans to participants and employers, subject to administrative spending restrictions.
  - 2. Coordinate recruitment/outreach plans with other WSD partners.
  - 3. Develop a recruitment/outreach plan to reach potential WIOA eligible customers, including traditional Adult target populations (e.g., TANF, mature worker, economically disadvantaged, seasonal migrant farm workers, etc.).
  - 4. Develop an annual enrollment plan by activity for WSD approval.
  - 5. Implement a local recruitment/outreach plan in sufficient time to help meet full enrollment and expenditure/obligation performance goals for the annual contract period.
  - 6. Promote the full array of services available in the WSD office on all recruitment/outreach efforts.

## **XI. 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 (Dislocated Workers), 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 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 immediately 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 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. Ability to succeed in a “team-work” environment
  - 2. Computer literacy skills sufficient to perform accurate and timely data entry and other data collection functions
  - 3. Customer services skills
  - 4. Fiscal staff is knowledgeable in OMB guidelines applicable to basic cost allocation plans, budgeting, system payment processes, training payments, etc.
  - 5. Knowledge of history and purpose of workforce development programs
  - 6. Knowledge of labor market information and resource tools
  - 7. Knowledge of skills and work readiness assessment techniques and tools
  - 8. Skilled in techniques for coaching others
- H. The Contractor shall ensure that all staff hired to work under this contract are trained in the following areas:
  - 1. Conducting intensive assessments, including the use of specific assessment tools approved for use by USDOL and/or WSD.
  - 2. Information on re-employment services available through WSD.
  - 3. Planning for successful performance outcomes.
  - 4. The rules and procedures governing confidentiality, and ensure a signed confidentiality form is included in the personnel file of each WIOA-funded staff person.
  - 5. The use of Labor Market Information in determining career goals.
  - 6. The use of specific USDOL workforce development/one-stop service Internet tools (e.g. Americas Career Net Tool, Americas Service Locator, MyNextMove, O\*NET).
  - 7. The use of the participant tracking system case management system, reporting requirements and interpretation of reported data.
  - 8. WIOA process and procedures, specifically WIOA eligibility procedures, employment plans and assessment.

- 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. The Contractor shall make these available for WSD review if so requested.
- 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 standards articulated herein.

**XII. 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 retain until twelve (12) months follow up is completed
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. Invoice for services and related expenses shall be billed monthly (***NO EXCEPTIONS***). Invoices are due by the last day of the month following the reporting month.
2. Reporting 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:**

1. 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.
2. 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:**

1. Regarding system management requirements and reporting, the Contractor shall:
  - o Develop and maintain effective financial systems for the planning and budgeting of WIOA funds in accordance with WIOA regulations and applicable OMB guidelines.
  - o Maintain participant hard copy and electronic case management system files in compliance with WIOA rules and regulations, and WSD procedures and policies.
  - o 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.
  - o 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.
  - o 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.
  - o Comply with all established reporting requirements, ensuring accurate and timely submissions
    - Under WIOA, certain quantifiable performance measurements must be met each year. Contractors shall be required to track adult and/ or dislocated workers progress throughout enrollment and a follow-up period of not less than 12 months after program exit.
    - All eligible adult and/ or dislocated workers 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.

**XIII. Performance Target**

*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.*

<b><i>DISLOCATED WORKER</i></b>	<b><i>Definition</i></b>	<b><i>Performance Goals</i></b>
<b>Employment Rate 2<sup>nd</sup> Qtr. After Exit</b>	% of participants in unsubsidized employment	81.5%

<b>Employment Rate 4<sup>th</sup> Qtr. After Exit</b>	% of participants in unsubsidized employment	81.0%
<b>Median Earnings 2<sup>nd</sup> Qtr. After Exit</b>	Median earnings of participants after entry into unsubsidized employment	\$7,000
<b>Credential Attainment within 4 Qtrs. After Exit</b>	% of participants who obtain a recognized credential, secondary diploma during participation, or industry recognized credential related to training	76.0%

**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 (12) month follow-up period has been initiated.
- D. Any adult and/ or dislocated workers institutionalized/incarcerated for more than 90 days or relocated to a mandated residential program at exit, adult and/ or dislocated workers exited for health/medical reasons or deceased, and adult and/ or dislocated workers called up for active duty are excluded from all performance measures.
- E. WIOA funds will only be available to programs that deliver and document achievement of the above performance measures for WIOA eligible adults and/ or dislocated workers.

#### **XIV. 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 J.

#### **XV. Contracting Possibilities**

Regarding contracting responsibilities/requirements, the Contractor shall:

- A. Develop appropriate documents for the payment of WIOA Dislocated Worker funds to eligible training providers and support service Contractors prior to authorizing any payments.
- B. Provide both WIOA programmatic and financial technical assistance to eligible training providers and/or support service Contractors in WIOA Dislocated Worker issues, rules and regulations.
- C. 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.

#### **XVI. 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.

## **XVII. 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.

## **XVIII. Eligible Training Provider (ETP)**

- A. The Contractor shall train staff on the ETP process in the role of assisting participants in understanding the ETP process ([www.workreadyga.gov](http://www.workreadyga.gov)).
- B. The Contractor shall ensure that participants are only enrolled in training programs that will lead to employment in an occupation on the in-demand in accordance with the state issued occupations in-demand list.
- C. The Contractor shall train staff in the use of the Consumer Report System ([www.onetonline.org](http://www.onetonline.org)).
- D. The Contractor shall place in the local policy/procedures handbook, all ETP policy and procedures, both state and local level, including exception/waiver provisions that exist, or may be developed, and train staff in these policies and procedures.

## **XIX. 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. See *Grievance & Complaint Form* attached hereto as Attachment I.
- 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:
- F. WSD\_WIOA EO and Grievance\_Complaint Policy\_Revised 1\_19\_2018\_0.pdf

## **XX. 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.

## **XXI. 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.

## **XXII. 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.

## **XXIII. 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.

## **XXIV. Organizational Requirements**

An agency or organization awarded a contract for the delivery of WIOA services shall:

- 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 two (2) 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 K.
- 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 be 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 basis; 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.

**XXV. 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.

**XXVI. 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.

**XXVII. Insurance**

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

**XXVIII. Service Requirements**

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

**XXIX. 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.

**XXX. WIOA Goals and Requirements**

The Contractor shall develop, implement, and maintain statewide WIOA Adult and/or Dislocated Worker 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.

### **XXXI. Direct Service Requirements**

The primary direct service requirements for the Contractor shall be as follows:

- A. To provide Career and Training Services to eligible Dislocated Workers as defined in WIOA.
- B. To provide for the application process for adult and/ or dislocated workers who are interested in accessing WIOA services. The application process will be performed according to rules as issued by WSD and/or the U.S. Department of Labor. The WSD case management system shall be the only system used in this process.
- C. To provide eligibility determination for Dislocated Workers entering WIOA programs. This determination will be performed according to rules as issued by WSD, consistent with U. S. Department of Labor regulations. The participant tracking system shall be the only system used in this process.
- D. To provide assessment services including assessment of basic skills, abilities, interests, evaluation of work history, evaluation of support service needs and other assessment instruments that might be of value in assisting the customer. All assessment processes and tools must be approved by WSD prior to implementation and must be applied in a consistent and equitable manner.
- E. To provide for individual employment plans required for participation in WIOA programs. These plans will be documented in the participant tracking system. Each customer receiving WIOA career services will jointly develop an IEP (Individual Employment Plan) with the assistance of a counselor/case manager.
- F. To provide case management for customers. This means frequent contact according to rules established by WSD. Case management efforts will be documented in the participant tracking system quarterly.
- G. To provide supportive services determined to be necessary for the customer's participation.
- H. To provide other intensive services determined to be necessary or that are prescribed by WSD.
- I. To assist customers in making informed customer choice in the selection of service providers for

training.

- J. To deliver or assist WSD in the delivery of rapid response services to adults and / or dislocated workers.
- K. To refer customers to other services when the customer is not eligible for participation in WIOA activities.
- L. 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.
- M. To enroll all Trade Act eligible customers in WIOA Adult and/ or Dislocated Worker programs as appropriate, and ensure that services are non-duplicative of those services provided for and/or funded through the Trade Act program.
- N. To provide follow-up services for all participants who exit the program, consistent with WIOA regulations.
- O. To adhere at all times to the Priority of Service policy and procedures established by the WSD.

## **XXXII. 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 (2) year term with one (1) twelve (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 Specifications**



## PRICE SCHEDULE

### Option A Work Based Learning (OJT & WEX) and Direct Placement

<b>Total Year 1</b>	\$ _____
<b>Total Year 2</b>	\$ _____
<b>1 Year Optional Renewal</b>	\$ _____
<b>Total Year 1, Year 2, and 1 Year Optional Renewal</b>	\$ _____
<b>Total Number of Participants Served:</b>	_____
<b>Average Cost per Participant</b>	_____

### Option B Individual Training Account (ITA) Occupational Certification Attainment and Direct Placement

<b>Total Year 1</b>	\$ _____
<b>Total Year 2</b>	\$ _____
<b>1 Year Optional Renewal</b>	\$ _____
<b>Total Year 1, Year 2, and 1 Year Optional Renewal</b>	\$ _____
<b>Total Number of Participants Served:</b>	_____
<b>Average Cost per Participant</b>	_____

### Option C Direct Placement

<b>Total Year 1</b>	\$ _____
<b>Total Year 2</b>	\$ _____
<b>1 Year Optional Renewal</b>	\$ _____
<b>Total Year 1, Year 2, and 1 Year Optional Renewal</b>	\$ _____
<b>Total Number of Participants Served:</b>	_____
<b>Average Cost per Participant</b>	_____

#### Notes to Bidder:

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.



**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 Package*	
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:<sup>1</sup>
  - 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](http://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.

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<sup>1</sup> 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 19-101092	Bidder shall initial this box evidencing compliance.
II. Assurances and Certifications	
III. Background	
IV. Career & Training Services Provider Roles	
V. Eligibility	
VI. Work-Based Learning Training Activities	
VII. Core Program Requirements	
VIII. Measuring Performance and Outcomes	
IX. Case Management	
X. Marketing, Promotions, and Outreach Activities	
XI. Personnel	
XII. Programmatic & Financial Reporting and Management Requirements	
XIII. Performance Target	
XIV. Local Program Monitoring	
XV. Contracting Possibilities	
XVI. Policies and Procedures	
XVII. Participant Confidentiality	
XVIII. Eligible Training Provider (ETP)	
XIX. Grievance Procedures and Customer Complaints	
XX. Dispute Resolution	
XXI. Corrective Action	
XXII. Legal Authority	
XXIII. Independent Contractors	
XXIV. Organizational Requirements	
XXV. Financial Capacity	
XXVI. Authorized to Do Business in the State of Georgia	
XXVII. Insurance	

XXVIII. Service Requirements	
XXIX. County as Sole Contact with U.S. Department of Labor	
XXX. WOIA Goals and Requirements	
XXXI. Direct Service Requirements	
XXXII. 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: \_\_\_\_\_

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

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

**EXHIBIT 4**  
**EMPLOYMENT ROSTER**  
**DeKalb County**

**Contract Number:** \_\_\_\_\_  
**Project Name:** \_\_\_\_\_  
**Contractor:** \_\_\_\_\_ **Date:** \_\_\_\_\_

<b>Name</b>	<b>Position:</b>	<b>Start Date</b>	<b>Hourly Rate of Pay</b>	<b>Hired for this Project? (yes/no)</b>	<b>Anticipated Length of Employment (Months)</b>	<b>% of Time Dedicated to the Project</b>	<b>Full or Part Time? (No. of Hours)</b>	<b>Georgia County of Residency</b>

# WorkSource DeKalb Workforce Innovation and Opportunity Act Grievance/Complaint Procedures and Equal Opportunity Policy

## EQUAL OPPORTUNITY COMPLAINT POLICY

WorkSource DeKalb adheres to the following United States Law: **“Equal Opportunity Is the Law”**.

It is against the law for this recipient of Federal financial assistance to discriminate on the following bases: Against any individual in the United States, on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, sex stereotyping, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief, or, against any beneficiary of, applicant to, or participant in programs financially assisted under Title I of the Workforce Innovation and Opportunity Act, on the basis of the individual's citizenship status or participation in any WIOA Title I-financially assisted program or activity.

The recipient (WorkSource DeKalb) must not discriminate in any of the following areas:

- Deciding who will be admitted, or have access, to any WIOA Title I-financially assisted program or activity;
- Providing opportunities in, or treating any person with regard to, such a program or activity; or
- Making employment decisions in the administration of, or in connection with, such a program or activity.

Recipients of federal financial assistance must take reasonable steps to ensure that communications with individuals with disabilities are as effective as communications with others. This means that, upon request and at no cost to the individual, recipients are required to provide appropriate auxiliary aids and services to qualified individuals with disabilities.

## COMPLAINTS OF DISCRIMINATION: What to Do If You Believe You Have Experienced Discrimination

If you think that you have been subjected to discrimination under a WIOA Title I-financially assisted program or activity, you may file a complaint within 180 days from the date of the alleged violation with either:

- **LOCAL:** The recipient's Equal Opportunity Officer: Michelle Jones, Workforce Manager/EO Officer, WorkSource DeKalb, 774 Jordan Lane, Building #4, Decatur, GA 30033, Phone: 404-687-3400, Email: [jmjones@dekalbcountyga.gov](mailto:jmjones@dekalbcountyga.gov). Use the attached complaint form or download from [www.worksourcedekalb.org](http://www.worksourcedekalb.org), or
- **STATE:** Linda Osborne-Smith, Interim State Equal Opportunity Officer, Technical College System of Georgia, Office of Workforce Development, 1800 Century Place NE, Atlanta, GA 30345, Phone: 404-679-1607, Email: [LOsborne-Smith@tcsg.edu](mailto:LOsborne-Smith@tcsg.edu)
- **FEDERAL:** The Director, Civil Rights Center (CRC), U.S. Department of Labor, 200 Constitution Avenue NW, Room N-4123, Washington, DC 20210 or electronically as directed on the CRC Web site at [www.dol.gov/crc](http://www.dol.gov/crc). Furthermore, a complainant may file directly with the Director, Civil Rights Center at the address listed above. Or at the website: <http://www.dol.gov/oasam/programs/crc/external-enforc-complaints.htm>.
- If you file your complaint with the recipient, you must wait either until the recipient issues a written notice of Final Action, or until 90 days have passed (whichever is sooner), before filing with the Civil Rights Center.
- If the recipient does not give you a written Notice of Final Action within 90 days of the day on which

you filed your complaint, you may file a complaint with CRC before receiving that Notice. However, you must file your CRC complaint within 30 days of the 90-day deadline (in other words, within 120 days after the day on which you filed your complaint with the recipient).

- If the recipient does give you a written Notice of Final Action on your complaint, but you are dissatisfied with the decision or resolution, you may file a complaint with CRC. You must file your CRC complaint within 30 days of the date on which you received the Notice of Final Action.

Definition: A **complaint** is an allegation of discrimination on the grounds a person, or any specific class of individuals, has been or is being discriminated against on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, political affiliation or belief, citizenship status, or participation in any WIOA Title I-financially assisted program or activity as prohibited by WIOA or part 29 CFR 38.69. An allegation of retaliation, intimidation or reprisal for taking action or participating in any action to secure rights protected under WIOA will be processed as a **complaint**.

**Who May File:** Any person requesting aid, benefits, services or training through the WorkSource DeKalb; eligible applicants and/or registrants; participants; employees, applicants for employment; service providers, eligible training providers (as defined in the Workforce Innovation and Opportunity Act), and staff with the workforce system that believes he/she has been or is being subjected to discrimination prohibited under the Nondiscrimination and Equal Opportunity Provisions 29 CFR Part 38 and Section 188 of the Workforce Innovation and Opportunity Act (WIOA).

WorkSource DeKalb is prohibited from discriminating against a person, or any specific class of individuals, on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, political affiliation or belief, citizenship status, or participation in any WIOA Title I-financially assisted program or activity as prohibited by WIOA or part 29 CFR 38.69 in admission or access to, opportunity or treatment in, or employment in the administration of or in connection with, any WIOA funded program or activity. If you think that you have been subjected to discrimination under a WIOA funded program or activity, you may file a complaint within 180 days from the date of the alleged violation.

### Complaint Processing Procedure

An initial written notice to the complainant will be provided within fifteen (15) days of receipt of the complaint. The notice will include the following information pursuant to part 29 CFR 38.72:

- Acknowledgement of complaint received including date received; notice that the complainant has the right to be represented in the complaint process; notice of rights contained in §38.35; and notice that the complainant has the right to request and receive, at no cost, auxiliary aids and services, language assistance services, and that this notice will be translated into the non-English languages as required in §§38.4(h) and (i), 38.34, and 38.36.
- A written statement of issue(s) which includes a list of the issues raised in the complaint; for each issue, a statement of whether or not the issue is accepted for investigation or rejected and the reasons for each rejection after performing a period of fact-finding.
- Notice that the complainant may resolve the issue Alternative Dispute Resolution (ADR) any time after the complaint has been filed, but before a Notice of Final Action has been issued.
- If the complaint does not fall within the Workforce Innovation and Opportunity Act jurisdiction for processing complaints alleging discrimination under Section 188 or Equal Opportunity and Nondiscrimination provisions at 29 CFR Part 38.74, the complainant will be notified in writing within five (5) business days of making such



- determination. The notification shall include the basis of the determination as well as a statement of the complainant's right to file with the Civil Rights Center (CRC) within thirty (30) days of the determination.
- Upon determination that the complaint has merit and is within the Workforce Innovation and Opportunity Act jurisdiction and period of fact-finding or investigation of the circumstances underlying the complaint.

### Complaint Processing Time Frame

A complaint will be processed, and Notice of Final Action issued within ninety (90) days of receipt of the complaint pursuant to 29 CFR 38.72. Complainant may elect to file his or her equal opportunity complaint with the Georgia Department of Economic Development, Workforce Division (GDEcD). GDEcD's address and information is as follows: Attention: Interim State Equal Opportunity Officer, Linda Osborne-Smith, 1800 Century Place NE, Atlanta, GA 30345 (404) 679-1607, wdcompliance@georgia.org; use form at: <http://www.georgia.org/wp-content/uploads/2014/06/WFD-Grievance-Form-110915.pdf>.

If WorkSource DeKalb has not provided complainant with a written decision within ninety (90) days of the filing of the complaint, complainant need not wait for a decision to be issued. Complainant may file a complaint with GDEcD or CRC within thirty (30) days of the expiration of the 90-day period. If complainant is dissatisfied with WorkSource DeKalb's resolution of his or her equal opportunity complaint, complainant may file a complaint with GDEcD. Such complaint must be filed within thirty (30) days of the date you received notice of WorkSource DeKalb's proposed resolution.

### OR

Complaints may be initially filed or appealed to the Director, Civil Rights Center (CRC) U.S. Department of Labor, 200 Constitution Avenue, N.W. Room N-4123, Washington, DC 20210 or electronically as directed on the CRC website at [www.dol.gov/crc](http://www.dol.gov/crc) within thirty (30) days of complainant's receipt of either WorkSource DeKalb Notice of Final Action or GDEcD Notice of Final Action. In other words, within one hundred eighty (180) days Complainant may file his or her appeal.

### Resolution Process:

**Alternative Dispute Resolution:** Complainant must be given a choice as to the manner in which they have their complaint resolved. After an investigation is conducted by the Equal Opportunity Officer, ADR may be chosen by the complainant to resolve the issues, as long as a Notice of Final Action has not been issued. Mediation is recommended ADR and will be conducted by an impartial mediator. Complainant must notify the Equal Opportunity Officer prior to receiving the Notice of Final Action if ADR is selected to resolve the dispute. WorkSource DeKalb will provide an impartial mediator and will provide interested parties information regarding the arrangements (date, time, and location).

**Time Frame:** The period for attempting to resolve the complaint through mediation will be thirty (30) days from the date the complainant chooses mediation; but must be performed within ninety (90) days of the initial filing date.

**Successful Mediation:** Upon completion of successful mediation, the complainant and respondent will both sign a conciliation agreement attesting that the complaint has been resolved. A copy of the conciliation agreement will be provided to Georgia Department of Economic Development, Workforce Division within ten (10) days of the date the conciliation agreement was signed.

**Unsuccessful Mediation:** In the event mediation was not successful, WorkSource DeKalb shall proceed with issuing a Notice of Final Action within the ninety (90) day limit.

**Complainant Responsibility:** The complainant may amend the complaint at any point prior to the beginning of mediation or the issuance of the Notice of Final Action. The complainant may withdraw the complaint at any time by written notification.

**Breach of Agreement:** Any party to any agreement reached under ADR may file a complaint in the event the agreement is breached with David Dietrichs, Deputy Counsel, Georgia Department of Economic Development (GDEcD), Workforce Division, 75 Fifth Street, NW, Suite 845, Atlanta, Georgia 30308 or Director, Civil Rights Center (CRC) U.S. Department of Labor, 200 Constitution Avenue, N.W. Room N-4123, Washington, DC 20210.

The non-breaching party may file a complaint within thirty (30) days of the date that party learns of the alleged breach (29 CFR 38.72).

### **GENERAL, NON-DISCRIMINATORY COMPLAINTS**

**Definition:** General Complaint – A Complaint involving a general, non-discriminatory WIOA violation. A grievance is a complaint about customer service, working conditions, wages, work assignment, etc., arising in connection with WIOA Title I funded programs operated by WIOA recipients including service providers, eligible training providers, one-stop partners and other contractors. A grievance is a more formalized complaint.

Any person applying for or receiving services through the Workforce Innovation and Opportunity Act Title I (WIOA) paid for by WorkSource DeKalb will be treated fairly. WorkSource DeKalb will make every effort to resolve all general, non-discriminatory complaints informally between those involved before a grievance is filed. Grievances may be filed in accordance with the written procedures established by WorkSource DeKalb. If you believe a violation of Title I of Workforce Innovation and Opportunity Act or regulations of the program has occurred, you have the right to file a grievance.

### **Filing A General Grievance/Complaint (violations of the act or regulations not alleging discrimination)**

**Who May File:** Any person, including WIOA program participants, applicants, staff, employers, board members or any other interested parties who believes they have received unfair treatment in a WIOA Title I funded program.

Any person may attempt to resolve all issues of unfair treatment by working with the appropriate manager and/or supervisor and staff member, service provider, or one-stop partner involved informally prior to a written grievance being filed. All complaints as described in the previous definition may be filed within one hundred eighty (180) days after the act in question by first completing and submitting the General Grievance Form to:

**Robert Gordon One-Stop Operator**  
**WorkSource DeKalb, 774 Jordan Lane, Building 4, Decatur, GA 30033**  
**Email: [rgordon1@dekalbcountyga.gov](mailto:rgordon1@dekalbcountyga.gov), Phone: (404) 371-3721**

## Grievance Processing Procedure

A complaint may be filed by completion and submission of the Complaint Form located at [www.worksourcedekalb.org](http://www.worksourcedekalb.org). WorkSource DeKalb will issue a written resolution within sixty (60) days of the date the complaint was filed. Pursuant to Section 181 of the Workforce Innovation and Opportunity Act, WorkSource DeKalb shall provide the grievant with an opportunity for a hearing within sixty (60) days of the complaint's filing, if requested in writing by the grievant. In the event a hearing is not requested, WorkSource DeKalb shall issue a decision as to whether provisions of the Workforce Innovation and Opportunity Act were violated. In the event the grievant is dissatisfied with WorkSource DeKalb's decision, he or she may appeal the decision to the Georgia Department of Economic Development, Workforce Division (WFD) within sixty (60) days of the date of the decision. If such an appeal is made, the WFD shall issue a final determination within sixty (60) days of the receipt of the appeal.

In the event WorkSource DeKalb does issue a written resolution within the sixty (60) days of the complaint's filing as required, the grievant has the automatic right to file his or her complaint with the Georgia Department of Economic Development, Workforce Division.

## Hearing Process

A hearing on any complaint filed shall be conducted as soon as reasonably possible, but within sixty (60) days of the complaint's filing. Within ten (10) business days of the receipt of the request for a hearing, WorkSource DeKalb shall: (1) respond in writing acknowledging the request to the grievant; and (2) notify the grievant and respondent of a hearing date. The notice shall include, but not limited to: (1) date of issuance; (2) name of grievant; (3) name of respondent against whom the complaint has been filed; (4) a statement reiterating that both parties may be represented by legal counsel at the hearing;

(5) the date, time, place of the hearing, and the name of the hearing officer; (6) a statement of the alleged violation(s) of WIOA  
; (7) copy of any policies and procedures for the hearing or identification of where such policies may be found; and (8) name, address, and telephone number of the contact person issuing the notice.

The hearing shall be conducted in compliance with federal regulations. The hearing shall have, at a minimum, the following components: (1) an impartial hearing officer selected by WorkSource DeKalb; (2) an opportunity for both the grievant and respondent to present an opening statement, witnesses, and evidence; (3) an opportunity for each party to cross-examine the other party's witnesses; and (4) a record of the hearing which WorkSource DeKalb shall create and maintain.

The hearing officer, considering the evidence presented by the grievant and respondent, shall issue a written decision which shall serve as WorkSource DeKalb's official resolution of the complaint. The decision shall include the following information: (1) the date, time, and place of hearing; (2) a recitation of the issues alleged in the complaint; (3) a summary of any evidence and witnesses presented by the grievant and respondent; (4) an analysis of the issues as related to the facts; and (5) a decision addressing each issue alleged in the complaint.

No applicant, participant, employee, service provider or training provider will be intimidated, threatened, coerced or discriminated against because they have made a complaint, testified, assisted or participated in any manner in an investigation, proceeding or hearing.

## Appeal Process

An appeal may be requested by contacting **The College System of Georgia (TCSG), Workforce Division, Attention: Linda Osborne-Smith, Interim State Equal Opportunity Officer, 1800 Century Place NE, Atlanta, GA 30345, 404-679-1607, [wdcompliance@georgia.org](mailto:wdcompliance@georgia.org)** within sixty (60) days of the date of the decision.

**COMPLAINTS OF FRAUD, ABUSE or OTHER ALLEGED CRIMINAL ACITIVITY**

In case of suspected fraud, abuse or other alleged criminal activity, you should direct your concerns to the Office of Inspector General, U.S. Department of Labor at 1-866-435-7644 or email at [inspector.general@oig.ga.gov](mailto:inspector.general@oig.ga.gov). There is no charge for this call. Complaint Form: <http://oig.georgia.gov/file-Complaint>. This document can be translated using [www.microsofttranslator.com](http://www.microsofttranslator.com)

Additionally, as part of DeKalb County Government’s commitment to “Zero Tolerance” of unethical conduct in the workplace, DeKalb has implemented an Ethics Point Hotline that is hosted/managed by a third-party provider. This service provides anonymous and confidential reporting of unethical conduct in DeKalb County. Access to the system is available 24/7 via telephone at 855-224-8216 or online at [www.co.dekalb.ethicspoint.com](http://www.co.dekalb.ethicspoint.com). Each report will automatically generate a unique 10- digit Report Key to allow the tracking status of reports submitted. All reports are sent electronically to the County’s Internal Auditor for review and investigation. For more information, see DeKalb County Ethics Policy.

**COMPLAINTS AGAINST PUBLIC SCHOOLS**

If the complaint is not resolved informally and it involves public schools of the State of Georgia, the grievance procedure will comply with WIOA and OCGA 20-2-1160.

**I certify that I have received a copy of this policy and procedures and understand the information provided within this document.**

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**Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

## WorkSource DeKalb Equal Opportunity and Complaint/Grievance Information Form

**INSTRUCTIONS:** Please fill out Questions 1-5 for a general complaint. If you feel you have been discriminated against, please complete Questions 6-11. This form should be completed and submitted within one hundred eighty (180) days of the date of the alleged discriminatory act (29 C.F.R. 38.69(c)). Once you have completed the appropriate questions, please sign and date at the end of this form. If you require assistance in completing this form, please contact WorkSource DeKalb's One-Stop Operator.

*For general complaints and Pursuant to section 181 of the Workforce Innovation and Opportunity Act (WIOA), WorkSource DeKalb (WSD) shall provide the complainant with an opportunity for a hearing within sixty (60) days of the complainant's filing, if expressly requested in writing by the complainant. In the event a hearing is not requested, WSD shall issue a decision as to whether provisions of the WIOA were violated within sixty (60) days of the complaint's filing. In the event the complainant is dissatisfied with WSD's decision or WSD fails to issue a decision within sixty (60) days of the complaint's filing, he or she may appeal WSD's decision to the Georgia Department of Economic Development, Workforce Division. If such an appeal is made, the State shall issue a final determination within one hundred eighty (180) days of the receipt of the appeal. The complainant has the right to request and receive, at no cost, auxiliary aids and services, language assistance services, and that this form will be translated into the non-English languages as required in §29 CFR §38.4(h) and (i), 29 CFR §38.34, and 29 CFR §38.36.*

**ATTN:** WorkSource DeKalb (WSD), 774 Jordan Lane, Building 4,

**Decatur GA 30033 For Discrimination/EO Complaints:**

Michelle Jones

Workforce Manager/Equal Opportunity Officer

Email: [jmjones@dekalbcountyga.gov](mailto:jmjones@dekalbcountyga.gov)

Phone: (404) 687-3400 Fax: (404)371-2294

**For General Grievances/Complaints:**

Robert Gordon One-Stop Operator

Email: [rgordon1@dekalbcountyga.gov](mailto:rgordon1@dekalbcountyga.gov) Phone: (404) 371-3721

**Note: All complaints/grievances are acknowledged electronically (phone/email) within 24 Hours of receipt.**

1) Complainant Information:

First Name	MI	Last Name	Phone	
Address	City	State	Zip	Email

Are you a WSD Employee? Yes  No

2) Respondent Information (Agency, Employee, or Employer you are making the complaint against):

Name	Phone	
Address	City	State Zip

3) What is the most convenient time and place for us to contact you about this complaint?

4) Briefly describe, as clearly as possible, your complaint. Attach additional sheets if necessary. Also, attach any written materials pertaining to your complaint.

a. Please explain the basis of the complaint.

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b. Who was involved? Include witnesses, fellow employees, supervisors, or other. Provide names, addresses and telephone numbers if known.

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c. Please list the location and date. \_

5) Were you offered services? (If applicable)  Yes  No  NA

This is all that is required for a general complaint, please sign and date at the end of this form.

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Signature \_\_\_\_\_ Date \_\_\_\_\_

**FOR GRIEVANCES/DISCRIMINATION ONLY – COMPLETE 6 THROUGH 11**

Pursuant to 29 C.F.R 38.72, a discriminatory complaint must be filed within one hundred and eighty (180) days of the alleged discriminatory act. Per 29 C.F.R. 38.72 WSD will provide a “Written Notice of Final Action” within 90 days of the date on which the complaint was filed. If the complainant is dissatisfied with WSD’s decision, may file a complaint with the Georgia Department of Economic Development, Workforce Division (GDEcD, WFD). Upon receiving a notice of final action from GDEcD, WFD, should the complainant still not satisfied, may file a complaint with the Director of the United States Department of Labor’s Civil Rights Center within thirty (30) days of receiving the Written Notice of Final Action. (38.79 and 38.80). To clarify, the complainant must file with the Director within one hundred eighty (180) days of the date on which the complaint was filed with the recipient (38.76).

6) Do you feel you have been discriminated against?  Yes  No

7) On what date (s) did the alleged discriminatory action occur?

8) Check all grounds of discrimination that apply and specify the characteristic

- |  |  |
|--|--|
| <input type="checkbox"/> Race  | <input type="checkbox"/> Color                 |
| <input type="checkbox"/> Religion  | <input type="checkbox"/> National Origin       |
| <input type="checkbox"/> Sex Male <input type="checkbox"/> Female <input type="checkbox"/> | <input type="checkbox"/> Age                   |
| <input type="checkbox"/> Disability  | <input type="checkbox"/> Sexual Harassment     |
| <input type="checkbox"/> Citizenship   | <input type="checkbox"/> Political Affiliation |
| <input type="checkbox"/> Reprisal/Retaliation  | <input type="checkbox"/> Other                 |

9) Explain briefly how you were treated differently. Attach any written material pertaining to your case.

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10) Do you have an attorney or other representative for this complaint?  Yes  No If yes, please provide name, address and phone:

Attorney Name \_\_\_\_\_ Address \_\_\_\_\_ Phone \_

11) If you have filed a case or complaint with any other government agency or non-federal entity, please list below:

Agency _____	Date Filed _____
Case or Docket Number _____	Date of Trial or Hearing _
Location of agency or court _____	Name of Investigator ____
Status of Case _____	Comments _____

*I certify that the information furnished above is true and accurately stated to the best of my knowledge. I authorize the disclosure of this information to enforcement agencies for the proper investigation of my complaint. I understand that my identity will be kept confidential to the maximum extent possible consistent with applicable law and a fair determination of my complaint.*

Complainant \_\_\_\_\_ Signature \_\_\_\_\_



## ATTACHMENT J

### 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.

<b>Awardee Name:</b>	
<b>Financial Award Number:</b>	
<b>Award Project Name:</b>	
<b>Awardee EIN:</b>	
<b>Risk Assessment completed by:</b>	
<b>Date assessment completed:</b>	
<b>Project Year: From the date of the signed contract or agreement between ARC and the awardee</b>	<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)
<b>Total Score/Level: (            )</b>	<input type="checkbox"/> High <input type="checkbox"/> Medium <input type="checkbox"/> Low

<b>Risk Level</b>	<b>Monitoring Plan Guidelines</b>
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<p><b>High</b> <b>(43 – 64)</b></p>	<p><b>Monitoring Plan:</b> 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><b>Medium</b> <b>(27 – 42)</b></p>	<p><b>Monitoring Plan:</b> 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><b>Low</b> <b>(13 – 26)</b></p>	<p><b>Monitoring Plan:</b> 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>

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

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

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

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

**Additional Comments:**

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# ATTACHMENT K

## 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 career and training services for dislocated workers 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 (“Commencement Date”). The Initial Term of this Agreement shall be for twelve (12) calendar months, beginning on the Commencement Date. This annual contract comes with four (4) options to renew. 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. Without further action by either party, this Agreement will terminate at the end of the Initial Term or at the end of each annual Renewal Term. Each option to renew must be exercised prior to the beginning of each annual Renewal Term 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 III. 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 two (2) pages attached hereto and incorporated herein by reference. Payment is to be made no later than thirty (30) days after submittal of undisputed invoice.

Invoice(s) must be submitted as follows:

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

DeKalb County, Georgia  
Attention: Office of Aging  
39 Rogers Street  
Atlanta, GA 30317

B. Upon award, Prime Contractor(s) with Local Small Business Enterprise (LSBE) Subcontractor(s) shall enter utilization reports electronically at [www.dekalblsbe.info](http://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](http://www.dekalblsbe.info)

#### **ARTICLE IV. STATEMENT OF WORK**

The Contractor agrees to provide all in-home services in accordance with the County's Invitation to Bid (ITB) No. 19-101092 for *Career and Training Services for Dislocated Workers (Multiyear Agreement with One (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 V. 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, vendors, 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, vendors,

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, 2<sup>nd</sup> 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 Price Schedule; 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, 6<sup>th</sup> Floor  
Decatur, GA 30030

and

Executive Assistant

1300 Commerce Drive  
Decatur, Georgia 30030

With a copy to: Acting Chief Procurement Officer  
1300 Commerce Drive, 2<sup>nd</sup> 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

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

\_\_\_\_\_  
Name (Typed or Printed)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Federal Tax I.D. Number

\_\_\_\_\_  
Date

**ATTEST:**

**ATTEST:**

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Name (Typed or Printed)

\_\_\_\_\_  
Title

**APPROVED AS TO SUBSTANCE:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Department Director

\_\_\_\_\_  
County Attorney Signature

\_\_\_\_\_  
County Attorney Name (Typed or Printed)

**SAMPLE COUNTY CONTRACT  
ATTACHMENT A**

**Contractor's Price Schedule**



**SAMPLE COUNTY CONTRACT**

APPENDIX I

“Excerpts from the  
Contractor’s Response to the  
County’s Invitation to Bid  
(ITB) No. 18-100970”

**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:

Career and Training for Dislocated Workers;

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)

## ***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](http://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.**