



Department of Purchasing and Contracting
Maloof Administration Building, 1300 Commerce Drive, 2nd Floor,
Decatur, Georgia 30030

June 7, 2021

REQUEST FOR PROPOSALS (RFP) No. 21-500590

FOR

**WORKFORCE INNOVATION
& OPPORTUNITY ACT
(WIOA)
ONE-STOP OPERATOR
(ANNUAL CONTRACT WITH 3
OPTIONS TO RENEW)**

DEKALB COUNTY, GEORGIA

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Mandatory Pre-Proposal Conference: **Tuesday, June 15, 2021 at 2:00 P.M. EST**

Via Zoom:
<https://dekalbcountyga.zoom.us/j/84564045274>

Deadline for Submittal of Questions: **5:00 P.M. EST, Friday, June 18, 2021**

Deadline for Receipt of Proposals: **3:00 P.M. EST, Thursday, July 1, 2021**

THE RESPONSIBILITY FOR SUBMITTING A RESPONSE TO THIS RFP 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 RESPONDER.

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I. PURPOSE

DeKalb County Government (the County) seeks qualified individuals and firms with experience in coordinating the service delivery of One-Stop Partners and Service Providers through the Workforce Innovation & Opportunity Act (WIOA) to submit proposals for **Request for Proposals (RFP) 21-500590 Workforce Innovation and Opportunity Act (WIOA) One-Stop Operator (Annual Contract with 3 Options to Renew)**.

II. INTRODUCTION

A. Objective

WorkSource DeKalb (hereinafter referred to as WSD) is issuing this Request for Proposals (RFP) for the purpose of selecting a qualified contractor as a One-Stop Operator under the Workforce Innovation and Opportunity Act (WIOA) of 2014 in DeKalb County, Local Workforce Development Area 5. According to **20 CFR 678.620**, the One-stop Operator must at a minimum, coordinate the service delivery of required One-Stop Partners and Service Providers. A copy of WIOA regulations may be accessed via the U.S. Department of Labor website (<https://www.doleta.gov/WIOA/>).

This will be a base, one (1) year contract with three (3) options to renew. The award period will be from July 1, 2021 through June 30, 2025. The first contract period is July 1, 2021 to June 30, 2022. Subsequent contracts will be renewed based on satisfactory performance until the end of the award period. It is anticipated that the initial contract will commence by October 1, 2021.

Eligible applicants must have experience providing WIOA services.

It is estimated that there will be up to \$151,600.00 available in WIOA program funds during the initial funding period of July 1, 2021 to June 30, 2022. The funding amount in this RFP is an estimate only. The estimate is subject to federal budgetary policy decisions. Funding of contracts achieved and that sufficient funds are available, WSD will have the option to extend the contract for up to three (3) additional one-year periods with Board of Director/Governing Authority approval as outlined below:

1. Optional Extension One – July 1, 2022 to June 30, 2023
2. Optional Extension Two – July 1, 2023 to June 30, 2024
3. Optional Extension Three – July 1, 2024 to June 30, 2025

Note: The option for extension is at the discretion of DeKalb County and is not guaranteed. All funding under this RFP is contingent upon WSD's receipt of funds.

The services shall commence upon receipt of written notice to proceed.

B. Background

On July 12, 2014, the Workforce Innovation and Opportunity Act (WIOA) was signed into law by President Barack Obama. WIOA is designed to help job seekers access employment, education, training, and support services to succeed in the labor market and

to match employers with the skilled workers they need to compete in the global economy. Congress passed the Act by a wide bipartisan majority; it is the first legislative reform in 15 years of the public workforce system. WIOA supersedes the Workforce Investment Act of 1998 and amends the Adult Education and Family Literacy Act, the Wagner-Peyser Act, and the Rehabilitation Act of 1973.

WorkSource DeKalb is a county department that is 100% federally funded by the United States Department of Labor (USDOL) through the Workforce Innovation & Opportunity Act of 2014. WorkSource DeKalb is a proud partner of American Job Center (AJC) Network (TEGL No. 16-16). The organization is designed to carry out the day-to-day administrative and operational duties of the DeKalb One-Stop system governed by the WorkSource DeKalb Board. WorkSource DeKalb provides workforce solutions and opportunities to jobseekers, business employers and youth of DeKalb County. WSD has met/exceeded state performance measures for helping residents find and retain jobs for over 20 years in DeKalb County. WSD's mission is to promote and support a workforce system that creates value and offers employers, individuals, and the community the opportunity to achieve and sustain economic prosperity.

C. Overview

The WIOA Program provides allowable workforce development activities to eligible clients that will increase employment retention and earnings of participants and increase occupational skill level attainment by participants. As a result, successful application of these activities will improve the quality of Georgia's workforce, reduce welfare dependency, and enhance the productivity and competitiveness of the State and Nation. The Workforce Innovation and Opportunity Act of 2014 defines the required activities authorized for One-Stop Operators. **Responders are encouraged to read the Act to understand the scope of authorized activities. The Act can be accessed at the following link:** <https://www.govinfo.gov/content/pkg/PLAW-113publ128/pdf/PLAW-113publ128.pdf>.

In general, these activities are:

- (i) to establish a one-stop delivery system described in section 121(e);
- (ii) to provide the career services described in Section 134(c)(2) to adults and dislocated workers, respectively, through the one-stop delivery system in accordance with such paragraph
- (iii) to provide training services described in Section 134 (c) (3) to adults and dislocated workers, respectively, described in such paragraph
- (iv) to establish and develop relationships and networks with large and small employers and their intermediaries; and
- (v) to develop, convene, or implement industry or sector partnerships.

The establishment of a One-Stop delivery system is a cornerstone of the reforms contained in Title I of WIOA. The One-Stop system is designed to enhance access to services and improve long-term employment outcomes for individuals seeking assistance. The regulations define the system as consisting of one or more comprehensive, physical American Job Center(s) in a local area that provide the core services specified in WIOA.

Any Responder with whom the Local Workforce Development Board (LWDB) executes a contract for the provision of the services described in this Request for Proposals shall be a subrecipient pursuant to applicable federal laws and regulations and shall be required to comply with 2 CFR Part 200, as well as the Workforce Innovation and Opportunity Act and all other applicable federal and state laws and regulations.

The WorkSource DeKalb Board has established a comprehensive certification for its One-Stop Career Centers. Certification status primarily focuses on the following elements: a) number of co-located One-Stop Partners; b) full-time equivalencies; c) availability of services; d) physical environment of the One-Stop Career Center; and e) completed Memorandums of Understanding (MOUs). Additional requirements may be forthcoming as the State finalizes its requirements.

COMPREHENSIVE ONE-STOP CAREER CENTER (to be designated as an American Job Center) requires that all available mandated partners be physically co-located and/or, providing their core services on a part-time or full-time basis, in-person or electronically. All direct communication shall be with a person. A toll-free recorded line is not acceptable. The comprehensive site must have a fully-equipped resource area. Completed Memorandums of Understanding (MOU) will be established with all partners at the American Job Center. The WSD Board staff will negotiate the mandated partners' MOUs and be responsible for completing the community partners' MOUs.

Services of the One-Stop service delivery system are currently carried out by WorkSource DeKalb, at 774 Jordan Lane, Building #4, Decatur, GA 30033.

D. Resources

WorkSource DeKalb (WSD) has developed Regional and Local Plans that contain significant information about the co-located and non-co-located partners at the one-stop service delivery site, as well as labor market information about the area. Since the information is readily available to Responders, it will not be repeated in this RFP. The Regional and Local Plans may be accessed directly at <http://www.dekalbcountyga.gov/worksource-dekalb/localregional-plan>. In addition; the Local Operations Manual, Policy Manual, Partners Resource Sharing Agreement, etc. may be obtained in electronic format upon request via an e-mail directed to Robert D. Davis at rddavis@dekalbcountyga.gov.

United States Department of Labor, Employment and Training Administration (ETA) Technical Guidance. Below are a few key guidance documents for the program:

1. TEGL No. 13-15: https://wdr.doleta.gov/directives/attach/TEGL/TEGL_13-15_Acc.pdf
2. TEGL No. 4-15: https://wdr.doleta.gov/directives/attach/TEGL/TEGL_04-15_Acc.pdf
3. TEGL No. 16-16: Change 1
https://wdr.doleta.gov/directives/attach/TEGL/TEGL_16-16_Change_1.pdf
4. Training and Employment Notice (TEN):
https://wdr.doleta.gov/directives/attach/TEN/TEN_01-15_Acc.pdf

5. Additional WIOA TEGL's can be accessed on this site:
<https://wdr.doleta.gov/directives/>

The Technical College System of Georgia's Office of Workforce Development is the administrator of WorkSource Georgia, the state's federally funded employment and training system, working to connect talent with opportunity. These federal funds are part of a grant program called the Workforce Innovation and Opportunity Act (WIOA). At a local level, WorkSource Georgia provides WIOA services across the state through 19 local offices. WIOA funds are allotted to individuals and/or businesses and administered specifically through services geared toward helping disadvantaged citizens obtain meaningful employment. Policies and technical guidance may be found at <https://tcsge.edu/worksource/resources-for-practitioners/policies-guidance/>.

Responders must be knowledgeable of the statutes, regulations, rules and policies for the funding streams and the Workforce Innovation and Opportunity Act; regulations may be found on the U.S. Department of Labor web page at <https://www.doleta.gov/WIOA/>.

E. Eligible Responder

An entity (public, private, or nonprofit), or consortium of entities (including a consortium of entities that, at a minimum, includes three (3) or more of the One-Stop Partners described in subsection (b)(1), with demonstrated effectiveness, located in the local area, which may include:

1. Education institutions, such as institutions of higher education, nontraditional public secondary schools such as night schools, and area career and technical education schools (however, elementary and other secondary schools are not eligible to become a one-stop operator).
2. Employment service state agencies established under the Wagner-Peyser Act, as amended by title III of WIOA.
3. A community-based organization, nonprofit entities, or intermediary.
4. Private-for-profit entities.
5. Government agencies or government units, such as local or county governments, school districts, state agencies, and federal WIOA partners.
6. Other interested organizations that are capable of carrying out the duties of the One-Stop Operator, such as a local chamber of commerce, other business organization, or a labor organization.

Exception: Elementary schools and secondary schools shall not be eligible for designation or certification as One-Stop Operators, except that nontraditional public secondary schools and area career and technical education schools may be eligible for such designation or certification. The Responder must demonstrate the administrative and fiscal capacity to successfully provide the services identified in this RFP.

Responders must have a principal place of business in Georgia.

Responders should have successful experience in contracting as a One-Stop Operator within the last three (3) years and shall not have had a previous One-Stop Operator contract cancelled or terminated for cause.

In accordance with Workforce Implementation Guidance Letter (*WIG*) *GA-16-001R*, Responders who fail to provide the following shall be deemed non-responsive:

1. At least two (2) years of audited financial history (see IV. Proposal Format, B. Technical Proposal, 8. Financial Responsibility & Capacity)
2. The DUNS number (see IV. Proposal Format, B. Technical Proposal, 4. Introduction)
3. Contractor Affidavit
4. Sub-Contractor Affidavit(s) (if applicable)
5. Ability to commence performance of contract as early as July 1, 2021 (463.635).

F. Nepotism

No individual may be placed in a WIOA employment activity if a member of that person's immediate family is directly supervised by or directly supervises that individual. To the extent that an applicable State or local legal requirement regarding nepotism is more restrictive than this provision, such State or local requirement must be followed. (20 CFR 667.200 (g)).

G. Conflict of Interest/Firewalls

The Responder shall disclose any known or unknown conflicts of interest as related to this RFP. The Responder shall have appropriate firewalls in place to avoid conflicts of interest.

- H. The following Required Documents Checklist includes a list of attachments which are requested to be completed and returned with the Responder's technical proposal:

Required Documents	Attachment
Cost Proposal Form (1 copy, separate & sealed)*	B
Contractor Affidavit*	C
Subcontractor Affidavit**	D
Sub-subcontractor Affidavit	E
Contractor Reference and Release Form*	F
Subcontractor Reference and Release Form (make additional copies as needed)**	G
Statement of Work/Scope of Work Checklist*	H
Narrative for Statement of Work/Scope of Work Checklist* (Responder should attach <u>directly behind</u> the completed form and should be no more than three (3) pages)	-
Organizational Capabilities and Acknowledgments Form*	I
Narrative for Organizational Capabilities and Acknowledgments Form* (Responder should attach <u>directly behind</u> the completed form and should be no more than one (1) page)	-
First Source Jobs Ordinance Acknowledgement Form*	J, Exhibit 1

New Employee Tracking Form	J, Exhibit 2
Exceptions to the Standard County Contract, if any	L
Proposal Cover Sheet*	M
Business License	-

***Failure to complete and return these attachments with your proposal will render your proposal non-responsive.**

**** If subcontractors will be used to provide services, failure to complete and return these attachments will render your proposal non-responsive.**

III. SCOPE OF WORK

Contractor shall provide services as defined in Attachment A, *Scope of Work*, attached hereto and included herein by reference.

IV. PROPOSAL FORMAT

Proposals shall not exceed **sixty (60) single-sided pages** in length, including cover pages, fly sheets, dividers, etc. Required documents as listed on the Required Documents Checklist will not count towards the **sixty (60)** page limit. Responders are required to submit their proposals in the following format:

A. COST PROPOSAL

1. The cost proposal shall be submitted on the *Cost and Budget Proposal Form*, Attachment B, in a separate, sealed envelope with the Responder's name and "Cost Proposal for Request for Proposals No. 21-500590 for Workforce Innovation and Opportunity Act (WIOA) One-Stop Operator (Annual Contract with 3 Options to Renew)" on the outside of the envelope. **Responder shall not alter the Cost Proposal Form in any manner or provide pricing other than what is requested/outlined on the Cost Proposal Form.**
2. The sealed envelope containing the cost proposal is requested to be included in the sealed package containing the technical proposal.
3. **DO NOT INCLUDE FEES OR COSTS IN ANY AREA OUTSIDE OF THE COST PROPOSAL.** Including fees in any area outside of the Cost Proposal in its separate, sealed envelope may result in Responder's proposal being deemed non-responsive.
4. Responders are required to submit their costs on Attachment B, *Cost and Budget Proposal Form*. **Responders shall not alter the cost proposal form.**
5. Please enter budget information consistent with the line item categories listed. Budgets in excess of the estimated budget amounts provided will not be accepted for consideration.
6. Please note that indirect costs can only be included if your organization has an approved indirect rate from your cognizant agency and a copy is attached, or standardized cost

allocation plan that can be reviewed upon request. If you are a for-profit agency, please include profit amounts in a separate line item.

7. Costs included in the proposed budget cannot already be paid by another source; they must be actual costs incurred in delivering the proposed services, and these funds cannot supplant funds already received by the proposing organization. All costs should be accounted for in the budget line items supported by a strong narrative justifying why the funds are needed/critical to the program.
8. Give details of the organization's cost allocation method if one is used, e.g., prorating the cost of supplies based on the number of staff, or the cost of salaries based on percentage of time spent on this contract.
9. State what contingency plans are in place to repay WorkSource DeKalb in the event that there are any disallowed costs as a result of an audit or monitoring review.

B. TECHNICAL PROPOSAL

1. Responders should complete Attachment M, *Proposal Cover Sheet*, and include this as the first page of the technical proposal, followed by the Introduction, Technical Approach, Project Management, Organizational Qualifications, Personnel, Financial Responsibility, References, and the remaining required documents (see Section II.F. for the list of required documents). **To ensure that all requested information is captured in the proposal, Responder should use the format as provided below to respond to this RFP. The Technical Proposal shall not contain any cost information, or the proposal will be deemed non-responsive.**
2. For ease of preparation, the standard required elements that make up the Statement of Work for this proposal, and the resulting contract agreement are outlined in two documents; the Responder's Statement of Work Narrative (no more than three (3) pages) and the Statement of Work/Scope of Work Checklist (Attachment H). These documents may be used to submit the Responder's narrative responses.
3. Responders must review the checklist document carefully and identify through a check mark process their understanding of each requirement and verify via an authorized signature the organization's commitment to carry out the requirements as stated. A signed copy of the checklist must be included in the proposal as outlined in Attachment I.
4. Introduction:

Provide general information about your company to include:

 - a. Firm name and address.
 - b. DUNS number.
 - c. Former firm names, joint venture information, out of state offices, as applicable.

- d. A statement of which office shall handle the project, if multiple offices exist.
 - e. Statement of previous projects or contracts with DeKalb County Government, if any.
 - f. A list of any litigations, arbitrations, or mediations in which the firm has been involved in the past five (5) years involving claims for more than \$50,000 made by a County against the firm or by the firm against a County, and indicate the disposition of each claim, the name of the County, and the nature of the claim.
 - g. Provide a statement of whether or not the Responder has been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.
 - h. A statement that the proposal shall remain in effect for and not be withdrawn for one-hundred twenty (120) days after the due date to the County.
5. Organizational Qualifications:

The proposal will address the following criteria and include necessary information of any other professional firm to be involved through subcontract, joint venture, etc.

(Note: The Responder must be legally authorized to do business in the State of Georgia.)

This section shall include the following information in the order listed:

- a. Knowledge & Experience:
 - i. Briefly describe your organization's mission, history, and accomplishments. How do they align with this funding opportunity and its goals? Why is your organization in the best position to operate an innovative One-Stop Center?
 - ii. Describe how your agency's goals relate to WorkSource DeKalb's WIOA goals. (Specify any WIOA experience or experience in managing federally funded programs). The Responder should be able to propose outcome measures that effectively capture and evaluate their efficacy and system effectiveness.
 - iii. Describe your experience, capabilities, and other qualifications for this project. Include number of years in operation, size of the organization, and the geographic distribution of the service delivery area. How is the organization currently funded? Describe past and current activities, programs, or contracts, administered, and operated by the Responder that demonstrate the capability to do the following:
 - 1) Serve as WSD One-Stop Operator, including functional supervision of partner programs, facility, and personnel in the Center.
 - 2) If having previously delivered WIA/WIOA services, or overseen delivery

of WIA/WIOA contracts, discuss performance data for the most recent two program years available and include the most recent program monitoring report in an attachment.

- iv. Describe experience in developing and delivering technical assistance and capacity building with workforce staff and organizations.
- v. Describe instances, projects or collaborative relationships in which your organization has led or worked closely with one or more WIOA system partners or other workforce and economic development entities on cooperative workforce development projects, programs, or initiatives. Include the role of your organization and outcomes.
- vi. Discuss experience assessing customer satisfaction and with handling complaints and/or concerns from customers.

b. Partnership & Community:

- i. Describe experience providing oversight of multi-organization staff teams.
- ii. Describe the organization's current level of partnership with each of the WIOA mandated partners and how this may result in increased service delivery. Identify partnerships with other organizations in the region that are not specifically mandated by WIOA that may assist in goals of service delivery or system building activities. Describe any new partnerships that you will prioritize during the contract period.
- iii. Describe strategies for outreach and enrollment, such as how will you work with employers within the one-stop to support economic development priorities related to creating a trained workforce for the future and describe how you will play a role in ensuring all partners are contributing to the center. Provide examples of situations/scenarios where they successfully brought partners to the table that were not willing to participate in the infrastructure cost.
- iv. Discuss your community and outreach plan, such as how you will ensure all partner agencies will collaborate and cooperate in the implementation of the partner programs. This should include discussions on both training for the one-stop operator staff and cross-training for the partner-program staff. Capacity-building experience would be relevant to this discussion. Also, discuss how you will bring together the partner programs to ensure adequate outreach of the one-stop center and demonstrate a thorough understanding of target populations for partner programs. Discussion should also include how the Responder will take ownership/leadership in ensuring all partners are contributing to the center, both financially as well as through resources and staff time.
- v. Describe how you will measure customer satisfaction? Describe how customer feedback will be collected and used to make continuous improvements to services.

c. Capacity:

- i. Describe how the proposed One-Stop operations will fit into your current organization and whether current or newly hired staff would be providing the services. Provide job titles and descriptions for the positions to be used in delivering services as the Operator. Include an organization chart for the One- Stop Operator and relationship to Center partners.
- ii. Provide a Workflow Logistics Model.
- iii. Describe your agency's staffing plan: capacity to carry out the day-to-day management of the one-stop. Include the back-up plan for the one (1) funded staff position to cover that staff's leave time or absences. Describe the internal structure including management and supervisory staff positions to be used to oversee the services of a One-Stop Operator. Attach an organization chart for your company/agency.
- iv. Describe how your resources, professional contacts, knowledge of the labor market, and special expertise will help the WSDB to meet and exceed performance goals at the Center by understanding of how to deliver high quality, customer-oriented services, ability to work as a part of a team to satisfy our customers and ability to ensure our system delivers the services promised to customers.

d. Personnel:

- i. Identify the key individuals who will be part of the project team by providing a project organization chart listing titles and names of staff proposed for the project.
- ii. Include any outside personnel, such as subcontractors.
- iii. Provide detailed job descriptions and qualifications of key team members and subcontractors who will be directly working on the project.

6. Program Design & Service Delivery:

This section shall include the following information in the order listed:

- a. Describe how the One-Stop Operator services outlined above will be delivered and your understanding of the Workforce Innovation and Opportunity Act (WIOA).
- b. Describe how the proposed One-Stop operations will fit into your current organization and whether current or newly hired staff would be providing the services. Provide job titles and descriptions for the positions to be used in delivering services as the Operator. Include an organization chart for the One-Stop Operator and relationship to Center partners.
- c. Propose outcome measures that effectively capture and evaluate their efficacy and system effectiveness. Discuss how to bring together the partner programs to ensure

adequate outreach of the One-Stop Center and demonstrate a thorough understanding of target populations for partner programs.

- d. Ensure the program design and service delivery is consistent with the budget narrative (see Attachment B, Cost and Budget Proposal for narrative requirements) and detailed spreadsheets.
 - e. Discuss how you will comply with all federal/state/local regulations, as well as provide oversight to ensure that all partner agencies are also in compliance.
7. Technology, Data & Reporting:

This section shall include the following information in the order listed:

- a. Describe existing data and reporting system. Responder should also propose a data collection, data validation methodology, and reporting method related to all activities of the One-Stop Center.
 - b. Describe tracking and evaluation systems for performance such as the Operator will collect information, at a minimum, on the number of visitors, visitor basic information (name, address), services sought, and customers assigned per Partner. The One-Stop Operator will assure that participants receiving services will be tracked through the One Stop Center. The Operator will establish goals and performance criteria related to the service delivery approach described in the program design section above. Operator will establish a data collection system to track progress towards achieving stated goals and performance.
 - c. Describe technological needs such as include a proposed data collection and validation methodology as well as a proposed reporting method. (The local area uses the Virtual One-Stop Online Participant Portal)
 - d. Demonstrate an ability to ensure and maintain data integrity.
8. Financial Responsibility & Capacity:

This section shall include the following information in the order listed:

- a. Provide the Responder's year of incorporation along with financial information.
- b. Provide financial statements for the last three (3) years that evidences the Responder's financial capabilities to perform the Statement of Work. To be considered responsive, Responder **must** provide two (2) years of audited financial history. Adequate documentation could include recent audit reports, an independent CPA review, tax records, or another recognized review of accounting process and procedures.
- c. Provide a description of the administrative and financial management capabilities of the organization. How will contracted funds be kept separate from other funds? How will financial information be made available for monitoring and auditing purposes? What are the qualifications of the organization's key program

management and financial staff, and to what extent will they be involved with this project?

- d. Describe your organization's previous experience administering federal grants and previous funding received from WSD. If you are proposing a subcontracting model, do you have experience in managing subcontracts for services including monitoring of subcontractors? How do you ensure proper fiscal oversight and accountability of subcontractors?
 - e. Describe your experience with cost reimbursement contracts. How will you provide and fund the start-up costs of the program? Describe how the Responder's organization will financially support the costs of doing business until an invoice can be submitted and paid by the WSD, DeKalb County, Board's Fiscal Agent.
 - f. Provide a copy of the two most recent audit reports for the bidding entity as an attachment and cite the page number of the attachment in this section of the narrative.
 - g. Describe any work you are doing or may be proposing to do in addition to this contract. Estimate what percentage of your overall organization's work would be represented by this contract.
 - h. Include the organization's major funding sources. If the proposal is from two or more organizations, whether partners or subcontractors, provide the major funding sources for each.
 - i. Include a statement of current Unemployment Insurance (UI) Payment and State and Federal Withholding Taxes.
 - j. Provide a statement regarding the firm's ability to meet the insurance requirements as outlined within the sample contract (see Attachment K).
9. References:
- a. Provide at least three (3) references for services similar or larger in size and scope to the services described within this document using the *Contractor Reference and Release Form* attached hereto as Attachment F.
 - b. Provide three (3) references for each subcontractor proposed as part of the project team. The references shall be for the same or similar types of services to be performed by the subcontractor on projects similar in size and scope to the anticipated subcontract to the project outlined in this RFP. Use Attachment G, *Subcontractor Reference and Release Form*. Make additional copies as needed.
10. Technical proposals shall be submitted in a sealed envelope(s) or box(es) with Responder's name and "Request for Proposals No. 21-500590 for Workforce Innovation and Opportunity Act (WIOA) One-Stop Operator (Annual Contract with 3 Options to Renew)" on the outside of each envelope or box. **DO NOT INCLUDE ANY COSTS OF ANY KIND IN THE TECHNICAL PROPOSAL.**

C. FEDERAL WORK AUTHORIZATION PROGRAM CONTRACTOR AND SUBCONTRACTOR EVIDENCE OF COMPLIANCE

All qualifying Responders and subcontractors performing work with DeKalb County, Georgia must register and participate in the Federal work authorization program to verify the work eligibility information of new employees. Successful Responder(s) shall be required to register and participate in the Federal work authorization program which is a part of Attachment J, *Sample County Contract*. Attachment C, *Contractor Affidavit*, should be completed and submitted with the Responder's proposal.

V. CRITERIA FOR EVALUATION

The following evaluation criteria with maximum points stated below will be used as the basis for the evaluation of proposals.

- A. Cost Proposal (10 points)
- B. Technical Proposal (90 points):
 - 1. Organizational Qualifications (45 points)
 - a. Knowledge & Experience (15)
 - b. Partnerships & Community (10)
 - c. Capacity (10)
 - d. Personnel (10)
 - 2. Program Design & Service Delivery (15 points)
 - 3. Technology, Data & Reporting (15 points)
 - 4. Financial Responsibility & Capacity (10 points)
 - 5. References (5 points)
- C. Optional Interview (10 points) – bonus

VI. CONTRACT ADMINISTRATION

A. STANDARD COUNTY CONTRACT

The attached sample contract is the County's standard contract document (see Attachment K), which specifically outlines the contractual responsibilities. All Responders should thoroughly review the document prior to submitting a proposal. Any proposed revisions to the terms or language of this document must be submitted in writing with the Responder's response to the request for proposals and clearly identified as "Exceptions to the County's Standard Contract." Since proposed revisions may result in a proposal being rejected if the revisions are unacceptable to the County, responders 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 by the Board of Commissioners.

B. SUBMITTAL INSTRUCTIONS

1. **One (1) original Technical Proposal stamped "Original", and six (6) identical copies, and one (1) compact disc or USB flash drive containing an identical copy of**

the Technical Proposal ONLY (do not include costs); and one (1) original Cost Proposal (see Section IV. A. for additional instructions regarding submittal of Cost Proposal), must be submitted to the following address no later than 3:00 p.m. on July 1, 2021:

DeKalb County Department of Purchasing and Contracting
 Maloof Administration Building
 1300 Commerce Drive, 2nd Floor
 Decatur, Georgia 30030

2. Proposals must be clearly identified on the outside of the packaging with the Responder's name and "Request for Proposals No. 21-500590 for Workforce Innovation and Opportunity Act (WIOA) One-Stop Operator (Annual Contract with 3 Options to Renew)" on the outside of the envelope(s) or box(es).
3. It is the responsibility of each Responder to ensure that its submission is received by 3:00 p.m. on the proposal 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 response*. The RFP opening time shall be strictly observed. Be aware that visitors to our offices will go through a security screening process upon entering the building. Responders 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. Responders should plan their deliveries accordingly. Telephone or fax bids will not be accepted.

*** Special Note: While the Maloof Administration Building remains closed to the public during the COVID-19 pandemic, the security desk will accept hand-delivered proposals on behalf of the Department of Purchasing & Contracting. The Responder should request a proposal receipt as verification that the proposal was submitted by the prescribed due date and time.**

C. PRE-PROPOSAL CONFERENCE

A mandatory pre-proposal conference will be held at 2:00 p.m. on Tuesday, June 15, 2021 via Zoom at the following link: <https://dekalbcountyga.zoom.us/j/84564045274>.

Responders must attend and participate in the pre-proposal conference. For more information, email Randy Webb, Senior Procurement Agent, at rwebb@dekalbcountyga.gov.

D. QUESTIONS

All questions concerning this RFP and requests for interpretation of the Contract may be asked and answered during the pre-proposal conference; however, **oral answers are not authoritative**. Questions must be submitted to Randy Webb, via email to rwebb@dekalbcountyga.gov by the **5:00 p.m. on June 18, 2021**. Questions and requests for interpretation received by the Department of Purchasing and Contracting after this date may not receive a response or be the subject of addenda.

E. ACKNOWLEDGEMENT OF ADDENDA

Addenda may be issued in response to changes in the RFP. It is the responsibility of the Responder to ensure awareness of all addenda issued for this solicitation. Please acknowledge the addenda and submit to the Department of Purchasing and Contracting as requested. Responder may email Randy Webb at rwebb@dekalbcountyga.gov to verify the number of addenda prior to submission. Addenda issued for this project may be found on DeKalb County's website, <https://www.dekalbcountyga.gov/purchasing-contracting/bids-itb-rfps>.

F. PROPOSAL DURATION

Proposals submitted in response to this RFP shall be valid for a period of one hundred twenty (120) days from the proposal submission deadline and must be so marked.

G. PROJECT DIRECTOR/CONTRACT MANAGER

The County will designate a Project Director/Contract Manager to coordinate this project for the County. The successful Responder will perform all work required pursuant to the contract under the direction of and subject to the approval of the designated Project Director/Contract Manager. All issues including, payment issues, shall be submitted to the Project Director/Contract Manager for resolution.

H. EXPENSES OF PREPARING RESPONSES TO THIS RFP

The County accepts no responsibility for any expenses incurred by the Responders to this RFP. Such expenses are to be borne exclusively by the Responders.

I. 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 person or entity making the submission, unless a court order is presented with the submission. Responder may wish to consult an attorney or obtain legal advice prior to making a submission.

J. FIRST SOURCE JOBS ORDINANCE

1. 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. Please complete the First Source Jobs Ordinance Acknowledgement and New Employee Tracking Form included as Attachment J, *First Source Jobs Ordinance (with Exhibits 1-4)* and submit with the Responder's proposal.

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

K. BUSINESS LICENSE

Upon contract award, the successful Responder shall submit a copy of its valid company business license. If the Responder is a Georgia corporation, Responder shall submit a valid county or city business license. If the Responder is not a Georgia corporation, Responder shall submit a certificate of authority to transact business in the state of Georgia and a copy of its valid business license issued by its home jurisdiction. If Responder holds a professional certification which is licensed by the state of Georgia, then Responder shall submit a copy of its valid professional license. Any license submitted in response to this requirement shall be maintained by the Responder for the duration of the contract.

L. ETHICS RULES

1. Responders 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.
2. 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.

M. RIGHT TO AUDIT

1. 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.
2. 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.

N. COOPERATIVE PROCUREMENT

The County through the Department of Purchasing and Contracting may permit piggybacks to this contract from another city, county, local authority, agency, or board of education if the vendor will extend the same prices, terms and conditions to the entity. Piggybacking shall only be available where competition was used to secure the contract and only for a period of twelve (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.

VII. AWARD OF CONTRACT

- A. An evaluation committee will review and rate all proposals and shall determine if interviews are necessary.
 1. One member from the One-Stop Procurement Performance and Accountability Committee and one member from the Board staff will serve on the RFP evaluation committee along with other members selected by DeKalb County Purchasing & Contracting. The evaluation committee will conduct a comprehensive, fair, and impartial evaluation of proposals received in response to this RFP. The Committee reserves the right to reject all proposals.
 2. Proposals will be screened for compliance with the federal Workforce Innovation and Opportunity Act requirements, alignment with the State Workforce Innovation Act/Wagner Peyser strategic plan, and compliance with the specifications of this RFP.
- B. If interviews are conducted, firms may be scheduled for an oral presentation to the evaluation committee, not to exceed one (1) hour's duration, in order to respond to questions from the evaluation committee relevant to the firm's proposal.
- C. The evaluation committee will make its recommendation for award to the DeKalb County Board of Commissioners, who will make the final decision of contract award. If no response adequately addresses the services and outcomes requested, the committee may recommend that no award be made and recommend WorkSource DeKalb to be the designated One-Stop Operator. In addition, if only one response is received the committee may move that proposal be forwarded for review providing all conditions as stated have been met.
- D. All contract awards will be considered provisional pending receipt of any additional documentation regarding administrative qualifications and/or any other areas of concern and the successful completion of contract negotiations.
- E. The final contract shall be approved by the WorkSource DeKalb Board prior to enactment.

F. The County reserves the right to make one (1) award or multiple awards, to reject any and all proposals, to waive informalities, and to re-advertise.

Sincerely,

Randy Webb
Senior Procurement Agent
Department of Purchasing and Contracting

Attachment A: Scope of Work
Attachment B: Cost Proposal
Attachment C: Contractor Affidavit
Attachment D: Subcontractor Affidavit
Attachment E: Sub-subcontractor Affidavit
Attachment F: Contractor Reference and Release Form
Attachment G: Subcontractor Reference and Release Form
Attachment H: Statement of Work/Scope of Work Form
Attachment I: Organizational Capabilities and Acknowledgments Form
Attachment J: First Source Jobs Ordinance Information with Exhibits 1-4
Attachment K: Sample County Contract
Attachment L: Page for Contract Exceptions
Attachment M: Proposal Cover Sheet

ATTACHMENT A

SCOPE OF WORK

The selected Responder (hereinafter referred to as Contractor) shall provide services as stated in herein and have a proven record for successfully performing the functions listed.

A. General:

It is the desire of WSD to have a One-Stop Operator in place that enhances the ability of WSD to meet the needs of both its job seeker and business customers by operating an integrated case management system (also referred to as integrated service delivery model) that eliminates programmatic silos and better avails job seeker customers to the array of workforce development services offered by WSD. The Operator will allow WSD to better meet the needs by increasing job seeker customers' access to all services that WSD and mandatory partners have available. The expectation is for both Contractor and direct WSD staff to work together to ensure operational success as well as to share the necessary information and data to allow for effective service delivery and continuous improvement.

The WSD Board is firmly committed to ensuring that WSD provides universal services equitably to all of the various groups of employer and job seeker customers. WSD must have solid, effective methods for serving a wide range of diverse groups. A primary measure of success for the Contractor will be meeting and/or exceeding the performance measures set forth in the contractual agreement. With respect to the day-to-day WSD operations and management, the Contractor will be responsible for the functional integration of all workforce activities of WSD to ensure that they meet the needs of employers, jobseekers and partners by enhancing communication, coordination, collaboration and engagement of customers.

B. One-Stop Operator Role (in accordance with 20 CFR 678.620):

To fully comply with the requirements of this RFP, the Contractor shall perform all of the following services for WSD:

At a minimum, the one-stop operator must coordinate the service delivery of required one-stop partners and service providers and help lead the integration of services between the core WIOA Partners (WIOA Title I, Adult Education, Vocational Rehabilitation, and Wagner-Peyser Employment Services) in the One-Stop System and Center(s). However, additional responsibilities are:

Contractor shall:

1. First and foremost a Contractor must develop a comprehensive one-stop business plan to implement the below listed strategies. First business plan will be due **October 1, 2021**. The business plan should be updated annually due the same date (**October 1, 2022, October 1, 2023, and October 1, 2024**) for the life of this agreement should the options be exercised.
2. Coordinate the service delivery of required one-stop partners and service providers.

- a. Help lead the integration of services between the core WIOA Partners (WIOA Title I, Adult Education, Vocational Rehabilitation, Wagner-Peyser Employment Services - TANF (DHS) is not required to be present but is encouraged) in the One-Stop System and Center(s).
 - b. Front Desk: Oversee front desk staff who are employed by WSD to ensure:
 - i. Scheduling and guaranteeing coverage during open hours.
 - ii. Appropriate training and communication take place.
 - iii. Materials are available in the lobby and throughout the American Job Center (AJC) are up to date and stocked.
 - iv. Information for television screens is collected and updated as needed.
 - c. Representation: Represent WorkSource DeKalb at community meetings to promote services and/or discuss partnership opportunities.
 - d. Promote the services available at the One-Stop, including the development of marketing and outreach materials, with support from the WSD.
3. Incorporate all partners into the comprehensive one-stop, inclusive of partners who are electronically present.
- a. The operator must develop a plan to provide dedicated space for all required partners as needed or in accordance with a defined staff schedule and including direct linkage to required partner services **20 CFR 678.305(d)**.
 - b. Core partners such as Georgia Department of Labor (GDOL) must be physically co-located at least 50% of the time that the one-stop is open OR with a defined schedule of available physical access.
 - c. Partners with electronic co-location must provide “meaningful assistance” directly available from partner program staff who can provide guidance and enrollment assistance. This “meaningful assistance” cannot be a general information website, a statewide toll-free information number, or an assignment to a phone queue for a “return call”.
 - d. Lead and organize partners in the planning and implementation of functional integration.
4. Be knowledgeable of the mission and performance standards of all partners and facilitate cross-training among all staff.
- a. Cross- Training – Facilitate and ensure cross-training of staff on a variety of topics as identified by partners at a minimum two times a year.
 - b. Develop and distribute desk aid/asset map and update as necessary, maintain master staff contact lists.
 - c. Benchmarks of Success – Lead partner coordination under Benchmarks of Success.

- d. Route customer complaints to the appropriate agency when necessary.
5. An entity serving as a one-stop operator, that also serves a different role within the one-stop delivery system, may perform some or all of these functions when it is acting in its other role, if it has established sufficient firewalls and conflict of interest policies and procedures. The policies and procedures must conform to the specifications in **20 CFR 679.430** for demonstrating internal controls and preventing conflict of interest.
6. Provide functional supervision in collaboration with WSD of One-Stop Career Center required services, including all services provided by entities that have voluntarily entered into the One-Stop Memorandums of Understanding (in accordance with WIOA).
7. Ensure the appropriate delivery of workforce development services in accordance with all governing laws, statutes, regulations, guidance, and policies.
8. Coordinate all One-Stop Career Center activities with WSD's staff.
9. Establish a single point of entry (electronic and physical) for job seekers.
10. Continue to develop and enhance the workforce development system by focusing on a fully coordinated and integrated service delivery model that is market driven and offers value-added services to WSD job seekers.
11. Assure the delivery of services to individuals with limited English proficiency, disabilities, or other significant barriers.
12. Promote adoption of creative and innovative methods and best practices in the delivery of the required services.
13. Develop and maintain written policies, i.e., broad operational guidelines (such as hours of operation, etc.) that will outline the responsibilities and objectives of each of the One- Stop Partners while providing excellent customer service.
14. Assist in the development and maintenance of the One-Stop (Career Center Partners) Memorandums of Understanding.
15. Confirm with Board staff that MOU's and/or agreements are on file with the Board. The Contractor is expected to ensure that the One-Stop partners adhere to MOU's, agreements, and all reporting procedures. The Contractor will work with One-Stop Partners to ensure that staff trainings regarding the partner's services are provided to One-Stop staff.
16. Ensure One-Stop partners follow the policies of the career center.
17. Facilitate a meeting of all One-Stop partners in a specific career center where each partner's detailed procedures will be made known to all of the other partners.

18. Conduct quarterly partner meetings and two (2) partner expos semi-annually. Purpose of the expos are to bring all partners together under one roof to showcase their services to jobseekers. All meetings must be formally conducted according to Georgia Sunshine Law.
19. Increase customer satisfaction by developing flows and processes that are driven by feedback from all customers: businesses, job seekers and partners.
20. Ensure timely and efficient handling of telephone calls. Produce partner utilization reports for onsite, telephonic, and electronic interactions.
21. Coordinate and schedule facilities usage such as, but not limited to, classrooms, assessments, and conference rooms for internal and external use.
22. Maintain records of all program related expenditures incurred by one stop operator by cost categorization.
23. Follow any current and future WSD Board administrative directives especially those directives that concern: fiscal responsibilities of the day-to-day operation of the One-Stop Center, Equal Employment Opportunities, and the Americans with Disabilities Act.
24. Help implement a formal referral process for services within and outside of the Center(s).
25. Conduct training of One-Stop Operator staff, cross training of partners and WSD staff on program services.
26. It is the One-Stop Operator's responsibility to ensure non-discrimination and that customers have an equal opportunity to access programs and services administered by WSD. No individual shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with programs on the basis of race, color, religion, sex, national origin, disability, age, political affiliation, marital status, sexual orientation or status as a workforce services, and each customer shall have such rights as are available under any applicable Federal, State, or local law prohibiting discrimination.
27. The operator will be responsible for handling complaints and working in collaboration with the WSD's EEO Officer to investigate/resolve complaints in accordance with the Nondiscrimination and Equal Opportunity Provisions of the Workforce Innovation and Opportunity Act and WSD's EEO and Grievance Policy.
28. Develop and implement a system to gather, analyze, and report performance of core partners, center processes, and system services (WSD can share a template for reporting expectations).
29. Perform continuous improvement activities to achieve a high level of service quality and to enhance customer service by increasing service capacity by 5% benchmarked by prior year.

30. Increase service capacity with the increase of 5% of additional partners annually. Partners shall be organizations like the Georgia Department of Labor, vocational rehabilitation, or adult education. Provide a list of partners.
31. Ensure compliance with all Federal, State and local policies and procedures relative to One-Stop System and One-Stop Center.
32. Prepare and submit monthly and quarterly reports for the WorkSource DeKalb Board.
33. Provide a program Navigator to support the One Stop Center and WSD customer as required.

Important Note: In accordance with 20 CFR 678.620(b)(1) Subject to paragraph (b)(2), a one-stop operator may not perform the following functions: convene system stakeholders to assist in the development of the local plan; prepare and submit local plans (as required under sec. 107 of WIOA); be responsible for oversight of itself; manage or significantly participate in the competitive selection process for one-stop operators; select or terminate one-stop operators, career services, and youth providers; negotiate local performance accountability measures; or develop and submit budget for activities of the Local WDB in the local area.

C. Payment Process

1. The Board will use a cost-reimbursement contract. The selected Contractor will be reimbursed for allowable actual service delivery costs on a monthly basis after submittal and approval of payment vouchers as instructed in the contract.
2. In addition to the provisions of this Request for Proposals and the awarded proposal, which shall be incorporated by reference in the contract, any additional clauses or provisions required by the terms and conditions will be included as an amendment to the contract.
3. The Contractor will serve all persons requesting assistance, with priority for recipients of public assistance, other low-income individuals, veterans, and individuals who are basic skill deficient.
4. The Contractor shall create, collect, and maintain all records relating to One- Stop operations and WIOA service provision activities that are required to be made by applicable federal or state laws or regulations, made relevant by guidance from the U.S. Department of Labor, and/or which are necessary for determining WorkSource DeKalb's attainment of the local levels of performance negotiated with the Technical College Systems of Georgia, Office of Workforce Development.
5. These local levels of performance are described in WorkSource DeKalb's Local Plan, and the Contractor is required to provide support for WIOA service providers, co-located and non-co-located partners to meet or exceed their goals. The One-Stop Operator will be held responsible for metrics outlined in this RFP.

6. Reimbursement for program costs will be made on a reimbursable monthly basis providing that these performance standards are being met. Performance standards will be reviewed on a quarterly basis.
7. Any revenues above costs generated by any not-for-profit organization through use of these funds, including interest income or other program generated income, must be reported, and then returned to WSD for continued operation of the Center. Any return of revenues to the provider for use to extend the contract or provide additional services will be at the sole and absolute discretion of WSD.
8. Contractors may not charge individuals eligible for workforce programs a fee for any service; however, if the proposal intends to charge fees for non-eligible individuals and/or businesses, the service and fee structure must be fully described in the narrative. The Board reserves the right to retain a portion of the income generated from such activities.
9. The Contractor will be responsible for all benefits (vacation, health insurance, etc.) and withholdings as any staff of the Contractor will remain staff of the Contractor and will not become employees of WSD. The contract will be solely for personnel, professional development, and resource center/nondurable materials costs. The WSDB will only reimburse personnel costs for time actually worked, and reasonable vacation, sick leave, and holidays as provided for in the Contractor's personnel policies and earned during the contract term. No other paid leaves of absence will be reimbursed by the WSD nor should they be part of the negotiated Contractor price.
10. Office space, telephones, computer equipment, internet and office supplies will be paid for by WSD (via program dollars, administration dollars or partners), who remains the lease holder for the One-Stop Center. The Contractor will be reimbursed for actual travel expenses required for travel (not from home to work (Comprehensive Center) or vice versa) within the region as well as for meetings and conferences, as approved.

D. Locations and Hours of Operation

The Contractor shall deliver the services described in this Scope of Work at the current full service location located at: **WorkSource DeKalb 774 Jordan Lane, Building #4 Decatur, GA 30033** www.worksourcedekalb.org

Monday-Thursday: 8:30 a.m. – 6:30 p.m.

Friday: 8:30 a.m. – 5:00 p.m.

Operation hours are subject to change with a 30-day written notice. Occasional weekend hours may be required.

Additionally, services are provided via a Mobile Career Center. Occasional assistance may be required on the Mobile Unit.

The Contractor will follow the listed holiday schedule (*subject to WSD/DeKalb County revision*) with the Comprehensive One Stop Center closed to customers on the days upon which the following holidays are observed:

- New Year's Day
- Martin Luther King Day
- Memorial Day
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day

[END OF SCOPE OF WORK]

ATTACHMENT B

**COST AND BUDGET PROPOSAL FORM
(1 OF 8 PAGES)**

**WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA) ONE-STOP OPERATOR
(ANNUAL CONTRACT WITH 3 OPTIONS TO RENEW)**

Responder: Please complete the attached pages of the Cost and Budget Proposal Form, and return them with this cover page. The cost and budget proposal must be submitted in a separate, sealed envelope with the Responder’s name and “Request for Proposals No. 21- 500590 Workforce Innovation and Opportunity (WIOA) One Stop Operator (Annual Contract with 3 Options to Renew)” clearly identified on the outside of the envelope.

- A. Responder shall provide a proposed budget which may include personnel costs, operational expenses, direct expenses, and other estimated costs.

- B. Responder’s budget shall be adequate for the scope of work presented in the RFP.

By signing this page, Responder acknowledges that he has carefully examined and fully understands the Contract, Scope of Work, and other attached documents, and hereby agrees that if his proposal is accepted, he will contract with DeKalb County according to the Request for Proposal documents.

Name of Firm: _____

Address: _____

Contact Person Submitting Proposal: _____

Signature of Contact Person: _____

Title of Contact
Person: _____

Telephone
Number: _____

Fax
Number: _____

E-mail
Address: _____

ATTACHMENT B**COST AND BUDGET PROPOSAL FORM
(2 OF 8 PAGES)****COST AND BUDGET PROPOSAL**

Vendor							
	CATEGORY	YEAR 1	YEAR 2	YEAR 3	YEAR 4	TOTAL	
1	Staff Salaries	\$ -	\$ -	\$ -	\$ -	\$ -	
2	Staff Fringes	\$ -	\$ -	\$ -	\$ -	\$ -	
	Total Personnel						
	(1 + 2)	\$ -	\$ -	\$ -	\$ -	\$ -	
3	Staff / Student Travel	\$ -	\$ -	\$ -	\$ -	\$ -	
4	Communications	\$ -	\$ -	\$ -	\$ -	\$ -	
5	Facilities	\$ -	\$ -	\$ -	\$ -	\$ -	
6	Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	
7	Operating Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	
8	Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	
9	Subcontractors	\$ -	\$ -	\$ -	\$ -	\$ -	
10	Tuition/Off the Shelf	\$ -	\$ -	\$ -	\$ -	\$ -	
11	Client Wages	\$ -	\$ -	\$ -	\$ -	\$ -	
12	Client Fringes	\$ -	\$ -	\$ -	\$ -	\$ -	
13	Client Allowances					\$ -	

ATTACHMENT B

**COST AND BUDGET PROPOSAL FORM
(3 OF 8 PAGES)**

14	Client Support Services	\$ -	\$ -	\$ -	\$ -	\$ -
15	Miscellaneous Direct	\$ -	\$ -	\$ -	\$ -	\$ -
	Lines 1-15					
16	Indirect Cost	\$ -	\$ -	\$ -	\$ -	\$ -
17	Cost (1 through 16)	\$ -	\$ -	\$ -	\$ -	\$ -
18	Profit	\$ -	\$ -	\$ -	\$ -	\$ -
19	Contract Price (17+18)	\$ -	\$ -	\$ -	\$ -	\$ -

I HEREBY CERTIFY THAT EXPENDITURES REPORTED HEREIN WERE EXPENDED IN ACCORDANCE WITH THE WORKFORCE INNOVATION AND OPPORTUNITY ACT AND THE TERMS OF THE SOLICITATION WITH DEKALB COUNTY, GEORGIA. EXPENDITURES REPORTED WERE TAKEN FROM OR ARE LINKED BY WORKSHEETS TO THE BOOKS OF ORIGINAL ENTRY.

	SIGNATURE:
	TITLE:
	DATE:

ATTACHMENT B

**COST AND BUDGET PROPOSAL FORM
(5 OF 8 PAGES)**

Vendor:		
	TOTAL	PROGRAM
3. STAFF TRAVEL (TOTAL)		
Local : _____ miles per week @ \$ _____ per mile X _____ weeks X _____ staff	\$	\$
Other: _____ days per diem @ \$ _____ per day *	\$	\$
_____ trips @ \$ _____ per trip.	\$	\$
* Requires WDD Director's written prior approval.		
4. COMMUNICATIONS (TOTAL)		
Telephone: Base Rate _____ /mo. X _____ months	\$	\$
Long Distance: \$ _____ / mo. X _____ months	\$	\$
Other: _____	\$	\$
Postage: \$ _____ /mo. X _____ months	\$	\$
5. FACILITIES (TOTAL)		
Rent: _____ sq. feet @ \$ _____ /mo. X _____ months	\$	\$
Utilities: _____	\$	\$
Custodial: _____	\$	\$
Other: _____	\$	\$
6. INSURANCE (TOTAL)		
Liability Insurance: (Coverage Amount \$ _____)	\$	\$
Fidelity Bond: (Amount: \$ _____)	\$	\$
Other: _____	\$	\$

ATTACHMENT B

**COST AND BUDGET PROPOSAL FORM
(6 OF 8 PAGES)**

Vendor:			
		TOTAL	PROGRAM
7.	OPERATING SUPPLIES (TOTAL)		
	Office Supplies (desk top) @ _____ /mo X ___ months	\$	
	Project Supplies (client) @ \$ _____ /client X _____ clients	\$	
	Other: _____	\$	
8.	EQUIPMENT (TOTAL)		
	Office Equipment		
	Rent:	\$	
	Purchase:	\$	
	Project Equipment:		
	Rent:	\$	
	Purchase:	\$	
	NOTE: Attach a detailed list of equipment to be leased or purchased		
9.	<u>SUBCONTRACTORS (TOTAL)</u>		
	Name:	Service:	
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
10.	TUITION /OFF THE SHELF (TOTAL)		
	_____ Clients @ _____ /Course	\$	
	_____ Clients @ _____ /Course	\$	
	_____ Clients @ _____ /Course	\$	

ATTACHMENT B

**COST AND BUDGET PROPOSAL FORM
(7 OF 8 PAGES)**

Vendor		
	TOTAL	PROGRAM
11. CLIENT WAGES (TOTAL)		
_____ Clients X _____ hours per week X _____ weeks @ \$ _____ per hour.	\$	
12. CLIENT FRINGES (TOTAL)		
F.I.C.A. _____ % X \$ _____	\$	
WORKERS COMP _____ % X \$ _____	\$	
OTHER:	\$	
13. CLIENT ALLOWANCES (TOTAL)		
_____ Clients X _____ hours / week X _____ weeks @ \$ _____ per hour	\$	
14. CLIENT SUPPORTIVE SERVICES (TOTAL)		
Client Transportation (Marta Equivalent): _____ Clients X \$ _____/week X _____ weeks	\$	
Other Supportive Services:		
	\$	
15. MISCELLANEOUS DIRECT COSTS (TOTAL)		
Specify other direct costs not included elsewhere and include method of calculation.		
	\$	

ATTACHMENT B

**COST AND BUDGET PROPOSAL FORM
(8 OF 8 PAGES)**

16.	INDIRECT COSTS (TOTAL)		
	Include basis for computation by evidence of a		
	Federally approved indirect cost rate or by a proposal		
	for a provisional indirect rate to be established and		
	audited by WorkSource DeKalb Department.	\$	

BUDGET NARRATIVE:

Responder shall provide and Budget Narrative as follows:

- a. The budget narrative of three (3) pages or less, shall be included in your proposal. The budget narrative should provide enough information that proposal evaluators need not seek clarification of the proposed budget. As stated above, this document may also be used to explain planning assumptions that would further explain rationale and/or justification for levels of activities and/or line-item expenditures.
- b. Costs included in the proposed budget cannot already be paid by another source; they must be actual costs incurred in delivering the proposed services, and these funds cannot supplant funds already received by the proposing organization. All costs should be accounted for in the budget line items supported by a strong narrative justifying why the funds are needed/critical to the program.
- c. Give details of the organization's cost allocation method if one is used, e.g., prorating the cost of supplies based on the number of staff, or the cost of salaries based on percentage of time spent on this contract.
- d. State what contingency plans are in place to repay WorkSource DeKalb in the event that there are any disallowed costs as a result of an audit or monitoring review.

ATTACHMENT C

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

Workforce Innovation & Opportunity (WIOA) One-Stop Operator

Name of Project

DeKalb County, Georgia

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: _____

ATTACHMENT D**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

Workforce Innovation & Opportunity (WIOA) One-Stop Operator
Name of Project

DeKalb County, Georgia
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: _____

ATTACHMENT E

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: _____

ATTACHMENT F**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 of service 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			

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			

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			

REFERENCE CHECK RELEASE STATEMENT

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

Signed _____ Title _____
(Authorized Signature of Responder)

Company Name _____ Date _____

ATTACHMENT G

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 of service 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			

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			

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			

REFERENCE CHECK RELEASE STATEMENT

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

Signed _____ Title _____
 (Authorized Signature of Responder)

Company Name _____ Date _____

ATTACHMENT H

STATEMENT OF WORK – SCOPE OF WORK CHECKLIST

The Responder shall complete, sign, and return this entire section as part of your proposal.

The Contractor shall maintain and manage the WIOA Comprehensive One-Stop in DeKalb County according to WIOA regulations. The Contractor shall align with Georgia’s WIOA & Wagner-Peyser State Plan, WorkSource DeKalb’s Board mission, and local area policy and procedures. (Within this section, the term “local area” is used to identify Administrative Staff operating WIOA services within the Region).

LWDB Website:

In carrying out the direct service requirements listed below the contractor shall:

1. Develop and implement all WIOA-funded services consistent with the goals and objectives of WorkSource DeKalb’s system.
2. Coordinate services to avoid duplication of services with the WorkSource DeKalb system partner agencies.

The primary Scope of Work requirements for the contractor shall be as follows:

CONTRACTOR REQUIREMENTS	
<input type="checkbox"/>	A. To provide day-to-day management of the WorkSource Center in DeKalb County. <ol style="list-style-type: none"> a. <input type="checkbox"/> Ensure the center is staffed 15 minutes prior to the morning hours posted. b. <input type="checkbox"/> Ensure the center’s doors are open to the public AT the hours posted in the morning and closed NO earlier than the closing time posted. c. <input type="checkbox"/> Ensure the facility is clean and in proper condition for public and staff use. d. <input type="checkbox"/> Monitor partner participation, reporting any partner absences on their appointed days and times to the One-Stop Coordinator. e. <input type="checkbox"/> Submit all required reports to the One-Stop Coordinator or designee. f. <input type="checkbox"/> Monitor any customer complaints. Handle customer complaints as the event is taking place and report ALL complaints to the EO Officer. g. <input type="checkbox"/> Maintain regular and open communication with the Administrative Office and One-Stop Coordinator. h. <input type="checkbox"/> Coordinate with other one-stop locations and required partners within the Region. i. <input type="checkbox"/> Coordinate with employers within the DeKalb County area. j. <input type="checkbox"/> Attend meetings as needed k. <input type="checkbox"/> Disseminate information to partners as directed. l. <input type="checkbox"/> Adhere to standard one-stop policies and procedures.

	m. <input type="checkbox"/> May participate in job fairs
<input type="checkbox"/>	B. May assist DeKalb County customer with: <ul style="list-style-type: none"> a. <input type="checkbox"/> Resume Development b. <input type="checkbox"/> Computerized job search (including employer contact) c. <input type="checkbox"/> Completion of online applications d. <input type="checkbox"/> Use of fax machine, telephones, computers for contacting and working with potential employers e. <input type="checkbox"/> Registration in the Georgia Work Ready Online Participant Portal (GWR) system for customer tracking f. <input type="checkbox"/> Information regarding the local labor market g. <input type="checkbox"/> Information regarding WIOA training programs including youth, ITA and OJT programs h. <input type="checkbox"/> Information regarding the use of GWR for customer self-assessment i. <input type="checkbox"/> Identifying immediate and long-term needs j. <input type="checkbox"/> Referrals as appropriate to address needs k. <input type="checkbox"/> Follow-up regarding job search and/or training activities
<input type="checkbox"/>	C. May provide for the application process for youth, adults and dislocated workers who are interested in accessing WIOA services. The application process will be performed according to rules as issued by the local area. The Georgia Work Ready (GWR) electronic case management system shall be the only system used in this process.
<input type="checkbox"/>	D. May provide referrals to customers who are interested in entering WIOA programs. This determination will be performed according to rules as issued by the local area. The GWR system shall be the only system used in this process.
<input type="checkbox"/>	E. May assist customers in making an informed customer choice in the process of job search.
<input type="checkbox"/>	F. May assist the local area in the delivery of rapid response services to dislocated workers, if applicable.
<input type="checkbox"/>	G. May refer customers to other services when the customer is in need of those activities, including WIOA training services, social services agencies, community-based organizations, faith-based organizations and other partner agencies.
<input type="checkbox"/>	H. May provide information on the full array of applicable or appropriate services that are available through the local area DeKalb County WorkSource Center office, other local offices, other providers or one-stop Partners.
<input type="checkbox"/>	I. May provide follow-up services for all customers who participate in job search.
<input type="checkbox"/>	J. May participate in local area Job Fairs, Resource Fairs, partner meetings, and other WIOA promotional activities for the DeKalb County WorkSource Center.
<input type="checkbox"/>	K. Will submit weekly/monthly/quarterly reports as required by the local area.

STAFF REQUIREMENTS	
<input type="checkbox"/>	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 RFP. The contractor may not assign WIOA-funded staff to any duties or responsibilities beyond the comprehensive delivery of WIOA services outlined in the resulting contract.
<input type="checkbox"/>	B. The contractor must have sufficient staff to ensure DeKalb County WorkSource Center location is staffed ALL open hours as set by the local area.
<input type="checkbox"/>	C. The contractor shall submit a staffing plan (organizational chart must be included) which shall be sufficient to provide for staff to deliver services on a full-time basis.
<input type="checkbox"/>	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 DeKalb County.
<input type="checkbox"/>	E. The contractor shall notify the local area immediately of any vacant position; when new staff is expected to be hired, and be committed to filling staff vacancies with qualified candidates without any delay or gap in services.
<input type="checkbox"/>	F. The contractor shall assign a contact to serve as the contract manager to work with the local area on all issues related to carrying out the terms and conditions of the contract between the local area and contractor.
<input type="checkbox"/>	G. The contractor shall ensure that WIOA funded staff, at a minimum, have the following skills, knowledge and/or abilities:
<input type="checkbox"/>	a. EXCELLENT customer services skills
<input type="checkbox"/>	b. computer literacy skills sufficient to perform <u>accurate and timely</u> data entry and other data collection functions
<input type="checkbox"/>	c. knowledge of labor market information and resource tools
<input type="checkbox"/>	d. skilled in techniques for coaching others in job search
<input type="checkbox"/>	e. ability to succeed in a “team-work” environment
<input type="checkbox"/>	f. knowledge of history and purpose of workforce development programs
<input type="checkbox"/>	g. ability to handle customer complaints and ensure safety of staff and customers
<input type="checkbox"/>	H. The contractor shall ensure that all staff hired to work under this contract are trained by local area staff in the following areas:
<input type="checkbox"/>	a. WIOA process and procedures, specifically one-stop procedures

<input type="checkbox"/>	b. Ensuring successful outcomes
<input type="checkbox"/>	c. information on employment services available throughout the local area one-stop system
<input type="checkbox"/>	d. the use of specific USDOL workforce development/one-stop service Internet tools (e.g. Americas Career Net Tool, Americas Service Locator, ONET)
<input type="checkbox"/>	e. the use of Labor Market Information in determining career goals
<input type="checkbox"/>	f. the use of the GWR case management system, local area one-stop reporting requirements and interpretation of local area data
<input type="checkbox"/>	I. The contractor shall ensure that all staff funded through this contract have undergone a criminal background check and drug screening and do not have any violations or convictions that could adversely affect the customers served under this program.
<input type="checkbox"/>	J. The contractor shall maintain staff to perform internal monitoring of the services the contractor is providing.
PROGRAM PERFORMANCE REQUIREMENTS	
<input type="checkbox"/>	A. Regarding performance goals and reporting requirements, the contractor shall:
<input type="checkbox"/>	a. achieve all performance WIOA goals/measures as specified in the contract agreement
<input type="checkbox"/>	b. conduct follow-up services for all WIOA job seekers and report on results as defined by WIOA regulation and/or local area policy
PROGRAM /FINANCIAL REPORTING & MANAGEMENT REQUIREMENTS	
<input type="checkbox"/>	A. Reporting requirements shall include both program and financial reports and will include but not be limited to the following:
	Programmatic:
<input type="checkbox"/>	a. Timely and accurate data entry in the GWR case management system.
<input type="checkbox"/>	b. Numbers served reporting as required by the local area.
<input type="checkbox"/>	c. Reporting on participation in one-stop activities.
<input type="checkbox"/>	d. Monthly and year end performance and expenditure reports.
<input type="checkbox"/>	e. Corrective action reports as deemed necessary.
<input type="checkbox"/>	f. Ad-hoc reports requested the local area.

	Financial:
<input type="checkbox"/>	a. Invoices for services and related expenses <u>shall be billed monthly</u> . Invoices are due by the 10th day of the month following the reporting month.
<input type="checkbox"/>	b. The contractor shall use the invoice format provided by the local area
<input type="checkbox"/>	c. The contractor shall maintain sufficient documentation on file in their offices to support invoices, and make such documentation available for review by authorized local area staff and/or its auditors. The contractor is required to attach detailed documentation to support invoice.
<input type="checkbox"/>	d. The contractor must report financial expenditures on an ACCRUAL basis (accrual reporting is required).
<input type="checkbox"/>	B. The local area reserves the right to adjust reporting requirements, upon mutual agreement with the contractor, if such adjustments are deemed necessary to meet program objectives.
<input type="checkbox"/>	C. Regarding system management requirements and reporting, the contractor shall:
<input type="checkbox"/>	a. Develop and maintain effective financial systems for the planning and budgeting of WIOA funds in accordance with WIOA regulations and applicable OMB guidelines.
<input type="checkbox"/>	b. Maintain customer hard copy and electronic case management system files in compliance with WIOA rules and regulations, and local area procedures and policies.
<input type="checkbox"/>	c. Utilize the GWR 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 GWR system within a specified period of time in accordance with local area policy and procedures.
<input type="checkbox"/>	d. Notify local area staff by e-mail of any GWR system problems, or any other system management issues that may interfere with the contractor's ability to monitor and/or report on local performance in a timely manner.
<input type="checkbox"/>	e. Comply with all established reporting requirements, ensuring accurate and timely submissions.
POLICIES AND PROCEDURES	
Regarding policies and procedures, the contractor shall:	
<input type="checkbox"/>	A. Ensure that all staff are sufficiently trained in WIOA operational policies and reporting procedures.
<input type="checkbox"/>	B. Provide staff access to both hard copy and electronic copies of all policies and procedures developed for use by the local area.
<input type="checkbox"/>	C. Ensure that all newly developed policies and procedures are shared with staff as appropriate.

CUSTOMER CONFIDENTIALITY	
Regarding customer confidentiality, the contractor shall:	
<input type="checkbox"/>	A. Maintain customer confidentiality at all times. Confidentiality requirements include any information regarding project applications of customers and their immediate families that may be obtained through application forms, interviews, tests, reports from public agencies or counselors, or any other source.
<input type="checkbox"/>	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.
RAPID RESPONSE SERVICES	
<input type="checkbox"/>	A. The contractor shall assist the local rapid response teams, and ensure staff is readily available to assist in implementation of rapid response services that meet both company and individual dislocated worker needs within DeKalb County.
WORKFORCE DEVELOPMENT SYSTEM COMMITTEE/BOARD MEETINGS	
<input type="checkbox"/>	A. The contractor will assign staff who may be requested to attend local one-stop partner meetings, LWDB committee meetings, LWDB meetings, partner agency meetings, or other local area meeting pertaining to DeKalb County WorkSource Center operations.
GRIEVANCE PROCEDURES/CUSTOMER COMPLAINTS	
<input type="checkbox"/>	A. The contractor shall train all staff in the local area WIOA grievance procedure process, <u>which shall take precedence over any other contractor-specific grievance procedures and policies when applied to WIOA funded customers/employees</u> , and ensure that copies of all grievance policy and procedures are available in the DeKalb County office.
<input type="checkbox"/>	B. The contractor shall inform the local area immediately of all complaints oral and written, formal or informal, which are received by or about any WIOA funded customers or staff.
<input type="checkbox"/>	C. When the complaint comes to local area staff directly from a customer, the contractor shall respond to all oral or informal complaints to the local area within two days from receipt of the complaint from the local area staff.

In addition to the Work Statement/Scope of Work requirements listed, the Contractor understands and agrees to the following conditions related to the contract agreement and performance:

DISPUTE RESOLUTION	
<input type="checkbox"/>	A. 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 a written request for informal review and

	consultation to the local area. 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 the dispute in accordance with standards as set forth in WIOA 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 to the local area or State decisions pursuant to WIOA regulations.
DE-OBLIGATION/RE-OBLIGATION/EXTENSIONS	
<input type="checkbox"/>	A. Throughout the contract year the local area will compare the contractor's actual performance with planned performance as set forth in the contract and in accordance with WIOA. If the contractor's actual performance is below planned performance, the contractor shall implement corrective action, and shall inform the local area of the action and expected results.
<input type="checkbox"/>	B. Modifications reducing the budget levels of any contract may be considered and implemented during the course of the contract if and when a contractor fails to meet expenditure, client, outcome goals, or notification from the local area or the U.S. Department of Labor of a funding reduction.
<input type="checkbox"/>	C. Either party may terminate a contract without cause after giving the other party thirty (30) days advance written notice of their intent to terminate this agreement.
<input type="checkbox"/>	D. A contract may be terminated, in whole or in part, without limiting remedies, by either party to this agreement if the other party fails to perform in accordance with the terms of contract. Performance does not mean only actual delivery of the product or service specified in the contract. It is meant to include the delivery of the product or service in a manner, which would be appropriate for good quality. In this event, the aggrieved party shall deliver three (3) working days advance written notice to the other party specifying the performance failure and the intent to terminate. The contractor will have ten (10) days from the receipt of such notice to correct the condition to the local area's satisfaction. If the condition is not corrected within the ten (10) day period, the contractor will be determined to be in breach of contract.
<input type="checkbox"/>	E. The Board may unilaterally terminate or negotiate modification of an agreement at any time if its Federal or State grants are suspended, reduced, or terminated before or during the contract period, or if Federal or State Grant terms and regulations change significantly.
<input type="checkbox"/>	F. In the event of early termination initiated by either party for whatever reason, the contractor is entitled to payment earned through the date of contract termination. Only reimbursement for costs incurred under contract from the contract beginning date through the date of contract termination will be eligible for payment.

CORRECTIVE ACTION	
<input type="checkbox"/>	A. The local area reserves the right to conduct monitoring and evaluation of the performance provided under contract. The local area 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. The local area will provide technical assistance to the contractor related to the deficiencies noted. The local area shall conduct follow-up visits to review the previous deficiencies and to assess the efforts made to correct them. If such deficiencies persist, the local area may terminate the contract.
LEGAL AUTHORITY	
<input type="checkbox"/>	A. The 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 the contractor legal authority to enter into a contract, receive the payments authorized undercontract, and to perform the work the contractor has obligated itself to perform under contract.

Note: This checklist contains key elements for establishing the organizations understanding of the scope of services to be provided, expectations for staffing, program performance requirements, program and fiscal monitoring responsibilities, outreach and recruitment of eligible populations and other required activities necessary to effectively manage state-wide services. Respondents must check each box to verify that all terms and conditions are understood and will be carried out as directed. If the respondent does not check a box, there needs to be a written explanation entered at the bottom of the form to explain why a particular box was not checked, otherwise the review committee may consider the proposal incomplete.

I certify that the STATEMENT OF WORK checklist is completed and understood. I certify that the requirements included in the checklist will be adhered to during the duration of the contract. I also certify that the two page STATEMENT OF WORK narrative is attached.

Authorizing Signature

Date

ATTACHMENT I

ORGANIZATIONAL CAPABILITIES AND ACKNOWLEDGEMENTS

The Respondent shall complete, sign, and return this entire section as part of your proposal.

There are four parts within this section. Do not leave any part blank. If any one item is not applicable, indicate such by entering “N/A” (Not Applicable) in the left margin. For the financial capability part you may attach additional pages (up to seven).

Part One - Capacity, Capability, and Acknowledgements

Part Two – Past Performance

Part Three – Financial Capability

Part Four – Compliance Acceptance

Successful Responders to this RFP must demonstrate the capacity to effectively manage statewide services consistent with the WorkSource DeKalb one-stop service delivery model; commit to several program elements deemed by the WSD to be required components of the program design; and recognize the direct oversight and leadership role that the local administrative entity shall maintain in managing service delivery contracts.

To be eligible to operate a WIOA service delivery program, an agency or organization must:

PART ONE - CAPACITY, CAPABILITY AND ACKNOWLEDGMENTS	
<input type="checkbox"/>	1. Have the management and fiscal capacity to administer a complicated federal grant program, as well as demonstrated experience in the operation of employment and training programs.
<input type="checkbox"/>	2. Understand that only costs directly related to the operation of the grant program, and properly justified with supporting documentation will be allowable charges to this program. Required supporting documentation such as properly completed timecards, time sheets, travel reports, invoices, receipts, etc., must be maintained. Funds provided under WIOA shall not be used to supplant or duplicate facilities or services available in the area from federal, state, or local sources.
<input type="checkbox"/>	3. Demonstrate a working knowledge of the Act, Final Rules and Regulations and the key program services required under WIOA. Understand the required performance measures and strategies for achieving measures, and how the effective delivery of Program services helps to align workforce and economic development efforts.
	4. An agency or organization awarded a contract for the delivery of WIOA services shall:
<input type="checkbox"/>	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.
<input type="checkbox"/>	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 and state regulations and the local administrative entity’s policies and procedures.

<input type="checkbox"/>	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 or state funds.
<input type="checkbox"/>	D. Be required to use the WIOA Georgia Work Ready (GWR) case management system, as well as maintain hardcopy customer files if needed. All books, records, documents, and papers (including customer files) relating to WIOA service delivery shall be retained by the contractor for a minimum period of seven (7) years or returned to the administrative entity following submission of the final expenditure report, customer exit or data validation date, or until such time as any litigation, audit findings or other claims have been resolved and so certified by the state.
<input type="checkbox"/>	E. Be required to sign a Contract for services, which will provide for the full indemnification and hold harmless of any liability to the administrative entity and/or the LWDB for any activities conducted by the contractor. This includes a full statement of responsibility for reimbursing the administrative entity 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 customer or other interested party. The contractor shall also be required to subscribe to the WIOA assurances and certifications.
<input type="checkbox"/>	F. Be required to assign staff whose sole responsibility and commitment is to be the One-Stop operator. 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.
<input type="checkbox"/>	G. Be required to ensure that all staff funded under the contract are adequately trained in WIOA regulations, process and procedures, including EO and confidentiality procedures consistent with US DOL requirements. Be required to ensure that customer confidentiality is maintained at all times.
<input type="checkbox"/>	H. Be required to have the capacity to provide consistent content and quality of services.
<input type="checkbox"/>	I. Be required to ensure timely data entry of customer registration and case management information into the electronic WIOA case management system (GWR) to ensure complete and accurate data is available to meet performance and reporting requirements.
<input type="checkbox"/>	J. 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.
<input type="checkbox"/>	K. 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.
<input type="checkbox"/>	5. The contractor must be able to offer cost-effective services.
<input type="checkbox"/>	6. The contractor must have an existing financial infrastructure sufficient to support the processing of WIOA financial reports 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.
<input type="checkbox"/>	7. 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.

<input type="checkbox"/>	8. The contractor shall carry appropriate liability and workers compensation insurances.
<input type="checkbox"/>	9. The contractor must have the ability to carry out the Work Statement Requirements as defined in this RFP.
<input type="checkbox"/>	10. In addition, contractors shall abide by local procedures that recognize the administrative entity as the <u>sole</u> contact with the U.S. Department of Labor (USDOL) and The Technical College System of Georgia, Office of Workforce Development. (TCSG) for all issues related to the implementation and management of WIOA funded activities in the local area. As such, all contractor communication with USDOL or TCSG regarding WIOA issues must be directed through the administrative entity.
<input type="checkbox"/>	11. Proposals should follow the format set forth in the SUBMISSION OF PROPOSALS section of the RFP and adhere to the minimum requirements specified therein.
<input type="checkbox"/>	12. No costs will be paid to cover the expense of preparing a proposal or procuring a contract for services or supplies under WIOA.
<input type="checkbox"/>	13. Proposals submitted for funding consideration must be consistent with, and if funded, operated according to, the federal WIOA legislation, all applicable federal regulations, State of Georgia policies, and LWDB policies and procedures.
<input type="checkbox"/>	14. Any changes to the WIOA program, performance measures, funding level, or LWDB direction may result in a change in contracting. In such instances, the LWDB will not be held liable for what is in the contractor's proposal or this Request for Proposals package.
<input type="checkbox"/>	15. Formal notification to award a contract and the actual execution of a contract are subject to the following: receipt of WIOA funds anticipated, results of negotiations between selected contractor and LWDB staff, continued availability of WIOA funds and LWDB approval.
<input type="checkbox"/>	16. 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.
<input type="checkbox"/>	17. The contractor will be expected to adhere to LWDB procedures to collect, verify, and submit required data as required and submit monthly invoices to the Administrative Entity.
<input type="checkbox"/>	18. 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.
<input type="checkbox"/>	19. Contractors must ensure access to individuals with disabilities pursuant to the Americans with Disabilities Act.
<input type="checkbox"/>	20. Contractors must accept liability for all aspects of any WIOA program conducted under contract with the LWDB. 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.
<input type="checkbox"/>	21. 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, customer, and/or outcome goals specified in the contract or when anticipated funding is not forthcoming from the federal or state governments.

<input type="checkbox"/>	22. Contractors will allow local, state, and federal representatives access to all WIOA records, program materials, staff, and customers. In addition, contractors are required to maintain all WIOA records for seven years, beginning on the last day of the program year. (29 CFR Part 95)
<input type="checkbox"/>	23. The contract award will not be final until the LWDB and the contractor have executed a mutually satisfactory contractual agreement. The LWDB reserves the right to make an award without further discussion of the proposal submitted. No program activity may begin prior to final LWDB approval of the award and execution of a contractual agreement between the successful contractor and the LWDB.
<input type="checkbox"/>	24. The proposal warrants that the costs quoted for services in response to the RFP are not in excess of those that would be charged by any other individual for the same services performed by the contractor.
<input type="checkbox"/>	25. 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.
<input type="checkbox"/>	26. Each party shall be responsible for any negligence of its own employees or agents in the performance of this contract. All contracts warrant that the contractor will maintain coverage sufficient to cover contracting activities. At the request of the LWDB, the contractor will provide certification of third-party insurance or self-insurance and bonding. Insurance and bonding coverage will be effective for the term of the contract.
<input type="checkbox"/>	27. 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.
<input type="checkbox"/>	28. Attendance may be required at any training during the program year as deemed mandatory by the LWDB, and the contractor must ensure that funds are available to support such attendance.
<input type="checkbox"/>	29. The contractor will be legally obligated to enter all required data as directed, relating to all customers served during the contract period in the Georgia Work Ready system. Contractors shall be responsible for keeping customer files up-to-date, especially in time to meet quarterly reporting deadline requirements.
<input type="checkbox"/>	30. 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 the LWDB at the time that the contractor ceases to operate the WIOA program.
<input type="checkbox"/>	31. The contractor will ensure that criminal record checks and drug screenings are performed for all employees who have direct contact with program customers.
<input type="checkbox"/>	32. Contractors need to be aware that services are scheduled for implementation effective October 1, 2021.
<input type="checkbox"/>	33. No modification, alterations, additions or substitution to any proposal will be accepted after the proposal due date listed within this RFP.
PART TWO - PAST PERFORMANCE	
<input type="checkbox"/>	34. Complete the following chart showing the performance of the Responder when providing one-stop services. Use the most current WIOA performance. If Responder has not provided WIOA services, use other program criteria. Responder should specify the source of funds if not WIOA. Funds Used: _____

<input type="checkbox"/>	41. The Responder's Fiscal Year end is _____
<input type="checkbox"/>	42. Worker's Compensation is Current: YES NO Name of Carrier: Policy Number: _____ Address of Carrier: Period Cover by Policy: _____
<input type="checkbox"/>	43. OSHA placed a fine on Responder (civil or criminal) in the past 24 months? YES NO If yes, explain:
<input type="checkbox"/>	44. Are Federal, State and Unemployment taxes paid and current? YES NO Federal Employer Identification Number: Georgia Unemployment Insurance Number: Georgia Withholding Tax Number: In the past five (5) years has the Responder had any Federal or State tax levies? YES NO If yes, describe the nature, circumstance of the levy, county filed and the date paid/resolved.
<input type="checkbox"/>	45. <u>Attach</u> to this form a letter from the organization's CPA or financial official verifying the above Federal, State and withholding and U.I. taxes are current.
<input type="checkbox"/>	46. Provide a bank reference, including the address, phone number, contact person, and contact person's title. Bank Name: Address: Phone: Contact Person/Title:
<input type="checkbox"/>	47. Circle the appropriate answer(s) to indicate the financial arrangements which are available to facilitate performance during initial phases of the contract. 1. Own Resources YES NO 2. Bank Credit YES NO If yes, name of bank and amount, include any line of credit. Name of Bank _____ Amount of Credit _____ 3. Other income sources YES NO If yes, specify source and amount Source _____ Amount _____ Source _____ Amount _____
<input type="checkbox"/>	48. The latest audit statement was prepared on _____ and covers the period of _____ through _____. Name of auditor if audit conducted: _____ (Please <u>attach</u> a copy of the most recent audit with proposal.) If the same CPA firm has audited company records for the past five (5) years, please check here. If a different CPA firm has audited during the past five (5) years the complete the information below: First year end

agrees to comply with the policies stated in this application and that this application represents a firm request subject only to mutually agreeable negotiations; and that the above named Responder is in agreement that the LWDB reserves the right to accept or reject any proposal for funding; and that the above-named Responder has not been debarred or suspended from receiving federal grants, contracts, or assistance; and that the above-named Responder waives any right to claims against the members and staff of the administrative entity.

Authorized Representative Signature

Date

Typed Name of Authorized Signatory

ATTACHMENT J

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: _____

Please return this form to WorkSource DeKalb, fax (404) 687-3900 or email to fkadkins@dekalbcountyga.gov.

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

FIRST SOURCE JOBS ORDINANCE INFORMATION
EXHIBIT 3

BUSINESS SERVICE REQUEST FORM

Please complete this form for each position that you have available.

DATE: _____ **FEDERAL TAX ID:** _____

COMPANY NAME: _____ **WEBSITE:** _____

ADDRESS: _____

(WORKSITE ADDRESS IF DIFFERENT): _____

CONTACT NAME: _____ **TITLE:** _____

CONTACT E-MAIL ADDRESS: _____ **CONTACT PHONE:**

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

JOB DESCRIPTION: *(Please include a copy of the Job Description)*

POSITION TITLE: _____

NUMBER OF POSITIONS AVAILABLE: _____ **TARGET START DATE:** _____

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

SALARY RATE (OR RANGE): _____ **SPECIFIC WORK SCHEDULE:** _____

PERM TEMP TEMP-TO-PERM SEASONAL

PUBLIC TRANSPORTATION ACCESSIBILITY: YES NO

SCREENINGS ARE REQUIRED: YES NO **SELECT ALL THAT APPLY:**
 CREDIT CHECK DRUG MVR BACKGROUND OTHER _____

HOW TO APPLY:

Please return form to: jbblack@dekalbcountyga.gov

DO NOT WRITE BELOW THIS LINE - TO BE COMPLETED BY WORKSOURCE DEKALB ONLY	
SYSTEM	
TYPE: <input type="checkbox"/> First Source <input type="checkbox"/> Direct Hire <input type="checkbox"/> Work Experience (WEX)	ENTRY DATE: _____
ASSIGNED TO: _____	DATE: _____

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

ATTACHMENT K**COUNTY'S SAMPLE CONTRACT****AGREEMENT FOR PROFESSIONAL SERVICES
(Sample County Contract)****DEKALB COUNTY, GEORGIA**

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

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

ARTICLE I. CONTRACT TERM

The Contractor shall commence the Work under this Contract within ten (10) days from the acknowledgement of receipt of the Notice to Proceed. The Initial Term of this Agreement shall be for twelve (12) calendar months, beginning on the Commencement Date. This annual contract comes with three (3) 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 II. PAYMENT

As full payment for the faithful performance of this Contract, the County shall pay the Contractor, the Contract Price, which is an amount not to exceed _____ (\$_____), unless changed by written Change Order in accordance with the terms of this Contract. The term "Change Order" includes the term "amendment" and shall mean a written order authorizing a change in the Work, and an adjustment in Contract Price to Contractor or the Contract Term, as adopted and approved by the Contractor and the DeKalb County Governing Authority, or the Chief Executive Officer, if exempted from Governing Authority adoption and approval in accordance with the express terms of this Contract. The Chief Executive Officer or his/her designee shall have the authority to approve and execute a Change Order lowering the Contract Price or increasing the Contract Price up to twenty percent (20%) of the original Contract Price, provided that the total amount of the increase authorized by such Change Order is less than \$100,000.00. If the original Contract or Purchase Order Price does not exceed \$100,000.00, but the Change Order will make the total Contract Price exceed \$100,000.00, then the Change Order will require approval by official action of the Governing Authority. Any other increase of the Contract Price shall be by Change Order adopted and approved by the DeKalb County Governing Authority and the Contractor in accordance with the terms of this

Contract. Amounts paid to the Contractor shall comply with and not exceed Attachment A, the Contractor's Cost Proposal, consisting of _____ page(s) 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: "USER DEPARTMENT"

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

ARTICLE III. SCOPE OF WORK

The Contractor agrees to provide all _____ services in accordance with, Attachment A, Scope of Work attached hereto and incorporated herein by reference, the County's Request for Proposals (RFP) No. 21-500590 Workforce Innovation & Opportunity Act (WIOA) One-Stop Operator (Annual Contract with 3 Options to Renew), attached hereto as Appendix I and incorporated herein by reference, and the Contractor's response thereto, attached hereto as Appendix II and incorporated herein by reference.

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

ARTICLE IV. GENERAL CONDITIONS

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

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

C. **Ownership of Documents** All documents, including drawings, estimates, specifications, and data are and remain the property of the County. The Contractor agrees that the County may reuse any

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

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

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

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

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

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

H. **Indemnification Agreement** The Contractor shall be responsible from the execution date or from the time of the beginning of the Work, whichever shall be the earlier, for all injury or damage of any kind resulting from the Work, to persons or property, including employees and property of the County. The Contractor shall exonerate, indemnify, and save harmless the County, its elected officials, officers, employees, agents and servants, hereinafter collectively referred to in this Section as "the

County Indemnitees,” from and against all claims or actions based upon or arising out of any damage or injury (including without limitation any injury or death to persons and any damage to property) caused by or sustained in connection with the performance of this Contract or by conditions created thereby or arising out of or any way connected with Work performed under this Contract, as well as all expenses incidental to the defense of any such claims, litigation, and actions. Furthermore, Contractor shall assume and pay for, without cost to the County Indemnitees, the defense of any and all claims, litigation, and actions suffered through any act or omission of the Contractor, or any Subcontractor, or anyone directly or indirectly employed by or under the supervision of any of them. Notwithstanding any language or provision in this Contract, Contractor shall not be required to indemnify any County Indemnitee against claims, actions, or expenses based upon or arising out of the County Indemnitee’s sole negligence. As between the County Indemnitees and the Contractor as the other party, the Contractor shall assume responsibility and liability for any damage, loss, or injury, including death, of any kind or nature whatever to person or property, resulting from any kind of claim made by Contractor’s employees, agents, 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, 2nd Floor
1300 Commerce Drive
Decatur, Georgia 30030
5. The Contractor shall be wholly responsible for securing certificates of insurance coverage as set forth above from all subcontractors who are engaged in this work.
6. The Contractor agrees to carry statutory Workers' Compensation Insurance and to have all subcontractors likewise carry statutory Workers' Compensation Insurance.
7. Contractor agrees to waive all rights of subrogation and other rights of recovery against the County and its officers and shall cause each Subcontractor to waive all rights of subrogation for all coverage, excluding Professional E&O.
8. Failure of the County to demand such certificate or other evidence of full compliance

with these insurance requirements or failure of the County to identify a deficiency from evidence provided will not be construed as a waiver of the Contractor's obligation to maintain such coverage. Contractor understands and agrees that the purchase of insurance in no way limits the liability of the Contractor.

9. Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least sixty (60) days prior written notice to the County. Policies and Certificates of Insurance listing the County and its officers as additional insureds (except for workers' compensation insurance) shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in this Contract.
10. If the County shall so request, the Contractor will furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies. Contractor shall be responsible and have the financial wherewithal to cover any deductibles or retentions included on the certificate of insurance.

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

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

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

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

the County. Payments to the Contractor shall be made only upon itemized bill submitted to and approved by said representative.

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

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

P. **First Source Jobs Ordinance and Preferred Employees** The Contractor is required to comply with the DeKalb County First Source Jobs Ordinance, Code of DeKalb County as Revised 1988, section 2-231 *et seq.*, and among other things, is required to make a good faith effort to hire DeKalb County residents for at least fifty percent 50% of all jobs created by an Eligible Project, as that term is defined in the First Source Ordinance, using the First Source Registry. Contractors, subcontractors, and independent contractors bidding on this contract will be encouraged by DeKalb County to have 25% or more of their labor forces for this project consist of Preferred Employees selected from the First Source Registry. The First Source Registry has Preferred Employees trained by U.S. Department of Labor registered apprenticeship programs and other partners. For information on Preferred Employees, please contact the DeKalb County WorkSource DeKalb by telephone at 404-687-3400 or in person at 774 Jordan Lane, Building 4, Decatur, GA 30033.

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 RFP 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, Scope of Work,

Attachment B, Contractor’s Cost Proposal; Attachment C, Contractor’s Affidavit; Attachment D, Subcontractor’s Affidavit(s); Attachment E, Sub-subcontractor’s Affidavit(s); Attachment F, Certificate of Corporate Authority, Articles of Organization, or Joint Venture Certificate; Attachment G, Required Documents; Appendix I, County’s RFP; and Appendix II, Contractor’s Response.

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

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

If to the County:

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

and

Executive Assistant
1300 Commerce Drive
Decatur, Georgia 30030

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

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

If to the Contractor:

_____,

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

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

[SIGNATURES FOLLOW ON NEXT PAGE]

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

DEKALB COUNTY, GEORGIA

By: _____(SEAL)
Signature

Name (Typed or Printed)

Title

Federal Tax I.D. Number

Date

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

Date

ATTEST:

ATTEST:

Signature

Name (Typed or Printed)

Title

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

APPROVED AS TO SUBSTANCE:

APPROVED AS TO FORM:

Department Director

County Attorney Signature

County Attorney Name (Typed or Printed)

ATTACHMENT A
(Sample County Contract)
SCOPE OF WORK

ATTACHMENT B
(Sample County Contract)

CONTRACTOR'S COST PROPOSAL

ATTACHMENT C
(Sample County Contract)
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:

ATTACHMENT D
(Sample County Contract)
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:

ATTACHMENT E
(Sample County Contract)
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: _____

ATTACHMENT F
(Sample County Contract)
CERTIFICATE OF CORPORATE AUTHORITY

I, _____, certify the following:

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

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

_____;

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

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

This the _____ day of _____, 20____.

(CORPORATE
SEAL)

(Secretary)

ATTACHMENT F
(Sample County Contract)
ARTICLES OF ORGANIZATION/OPERATING AGREEMENT

ATTACHMENT F
(Sample County Contract)
CERTIFICATE OF AUTHORITY – JOINT VENTURE
(Separate Certificate to be submitted by each joint venture partner)

I, _____, ⁽¹⁾ certify that

1. I am the _____ ⁽²⁾ of _____, ⁽³⁾ (hereinafter “Venturer”);
2. Venturer is a partner and participant in the joint venture named as Contractor in that certain Contract dated _____ with DeKalb County, issued pursuant to Invitation to Bid or Request for Proposal No. _____;
3. Venturer is organized and incorporated to do business under the laws of the State of _____;
4. _____, who executed this Contract on behalf of the Contractor was, then and there, _____; and
5. Said Contract was duly signed by said officer for and in behalf of said Venturer and the Contractor pursuant to the authority of the governing body of each and within the scope of its corporate powers.
6. I further certify that the names and addresses of the owners of all the outstanding stock or ownership interest in Venturer as of this date are as follows:

This _____ day of _____, 20____.

INSTRUCTIONS:

1. Name of secretary (if Venturer is a corporation), or Manager or CEO (if Venturer is a LLP) of Venturer.
2. Title of person executing Certification.
3. Name of joint venture partner.

MAKE COPIES OF THIS FORM AND SUBMIT A SEPARATE FORM FOR EACH JOINT VENTURE PARTNER.

ATTACHMENT G
(Sample County Contract)
REQUIRED DOCUMENTS

The County's Request for
Proposals (RFP) No. 21-500590

(Sample County Contract)

APPENDIX I

“Excerpts from the Contractor’s
Response to the County’s Request for
Proposals (RFP) No. 21-500590”

(Sample County Contract)

APPENDIX II

END OF ATTACHMENT K
SAMPLE COUNTY CONTRACT

ATTACHMENT L

EXCEPTIONS TO THE CONTRACT (IF ANY)

ATTACHMENT M**PROPOSAL COVER SHEET**

NOTE: Read all instructions, conditions and specifications in detail before completing this Request for Proposal.

Please complete and include this cover sheet with your technical proposal.

Company Name				Federal Tax ID#	
Complete Primary Address		County	City	Zip Code	
Mailing Address (if different)		City	State	Zip Code	
Are you a DeKalb County Firm? Yes <input type="checkbox"/> No <input type="checkbox"/>					
Contact Person Name and Title			Telephone Number (include area code)		
Email Address			Fax Number (include area code)		
Company Website Address			Type of Organization (check one) <input type="checkbox"/> Corporation <input type="checkbox"/> Joint Venture <input type="checkbox"/> Proprietorship <input type="checkbox"/> Government		
Proposals for RFP No. 21-500590 described herein will be received in the Purchasing and Contracting Department, The Maloof Administration Building, 1300 Commerce Drive, 2 nd Floor, Decatur, Georgia 30030 on <u>July 1, 2021 until 3:00 p.m. (EST)</u> .					
CAUTION: The Decatur Postmaster will not deliver certified or Special Delivery Mail to specific addresses within DeKalb County Government. When sending bids or time sensitive documents, you may want to consider a courier that will deliver to specific addresses.					
Proposal Cover Sheet should be signed by a representative of Responder with the authority to bind Responder to all terms, conditions, services, and financial responsibilities in the submitted Proposal.					
Authorized Representative Signature(s)				Title(s)	
Type or Print Name(s)				Date	