



Department of Purchasing and Contracting

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

March 18, 2019

INVITATION TO BID (ITB) NO. 19-101095

FOR

**RETENTION & FOLLOW-UP SERVICES FOR YOUTH - WIOA
(MULTIYEAR CONTRACT WITH ONE (1) OPTION TO RENEW)**

DEKALB COUNTY, GEORGIA

Procurement Agent: Crystal Creekmore
 Phone: (404) 371-2710
 Email: ccreekmore@dekalbcountyga.gov

Deadline for Submission of Questions: **5:00 P.M. ET, March 28, 2019**

Bid Opening: **3:00 P.M. ET, April 9, 2019**

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

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

Babble Notice

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

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

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

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

Tagalog: MAHALAGA! Naglalaman ang dokumentong ito ng **mahalagang impormasyon** tungkol sa iyong mga karapatan, responsibilidad at/o benepisyo. Napakahalaga na nauunawaan mo ang impormasyong nakapaloob sa dokumentong ito, at ibibigay namin nang libre ang impormasyon sa pinili mong wika. **Tumawag sa WorkSource DeKalb at (404) 687-3400/www.worksourcedekalb.org** upang humingi ng tulong sa pagsasaling-wika at pag-unawa sa impormasyong nasa dokumentong ito.

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

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

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

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

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

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

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INVITATION TO BID OVERVIEW

A. PURPOSE:

DeKalb County Government (the County) is soliciting bids for **Retention and Follow-Up Services for Youth –WIOA (Multiyear Contract with One (1) Option to Renew)** from responsible bidders.

B. GENERAL INFORMATION:

1. BID TIMETABLE:

The anticipated schedule for the bid process is as follows:

Date Issued:	March 18, 2019
Deadline for Submission of Questions:	5:00 P.M. ET, March 28, 2019
Bid Opening:	<u>3:00 P.M. ET, April 9, 2019</u>
Bids Valid Until:	Bids shall be valid for 90 days from and including the bid opening date.

Sealed bids are to be addressed and delivered to:

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

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

2. CONTACT PERSON:

The contact person for this bid is **Crystal Creekmore, Senior Procurement Agent**. General inquiries concerning the meaning or interpretation of this Invitation to Bid (ITB) may be requested from the contact person via telephone at (404) 371-2710 or via email at ccreekmore@dekalbcountyga.gov. Questions and requests for information or clarification concerning the specifications in this ITB must be submitted to the above listed contact person via email no later than the date and time listed in the bid timetable. Questions and requests received after the above stated time or sent to anyone other than the listed contact person will not receive a response or be the subject of addenda.

3. QUESTIONS:

All requests must be in writing. Any explanation desired by a bidder regarding the meaning or interpretation of the Invitation to Bid, drawings, specifications, requirements, etc., must be requested in writing and with sufficient time allowed for a reply to reach bidders before the submission of their bids. If any statement in the bidding documents, specifications, plans, etc., appear ambiguous to the Bidder, Bidder is specifically instructed to make a written request to the Department of Purchasing and Contracting as outlined *in* the preceding sentence. Any information given to a prospective bidder concerning an Invitation to Bid will be furnished to all prospective bidders, as an addenda to the Invitation, if such information is necessary to bidders in submitting bids on the Invitation or if the lack of such information would be prejudicial to uninformed bidders. Oral explanations or instructions given before

the award of the contract will not be binding. **Questions must be submitted no later than 5:00 pm EST on “March 28, 2019.”**

4. ADDITIONAL INFORMATION/ADDENDA:

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

INVITATION TO BID PROCEDURES

A. BIDDER INFORMATION:

1. FAILURE TO RETURN ALL PAGES OF THIS INVITATION TO BID MAY RESULT IN THE BID BEING DEEMED NON-RESPONSIVE.
2. The *Minimum Specifications* are intended to be fair and non-restrictive. Contractors are invited to inform the DeKalb County Department of Purchasing and Contracting whenever specifications or procedures appear not to be fair and open. Such information should be supplied as early in the procurement process as possible. Information received in less than five (5) days prior to the scheduled bid opening will not be acted upon unless the DeKalb County Department of Purchasing and Contracting rules that it is in the best interest of the County to consider.
3. By submitting a bid, the Bidder warrants that any good or service supplied to DeKalb County Government meets or exceeds the specifications set forth in this solicitation.
4. If any supplies, materials, and equipment are provided to the County under this solicitation, then such items shall be new and in first-class condition.
5. Time of delivery is a part of the solicitation and an element of the contract that is to be awarded. If the Bidder cannot meet the required service delivery dates, a bid should not be submitted. Failure to deliver in accordance with the contract could result in the Contractor being declared in default.
6. Bid Withdrawal

Bids may be withdrawn at any time prior to the bid opening. After bids have been publicly opened, withdrawal of bids shall be based upon Part 3, Section IV, F. within the DeKalb County Purchasing Policy.
7. Expenses of Preparing Responses to this ITB

The County accepts no responsibility for any expenses incurred by the Bidders who submit bids in response to this ITB. Such expenses are to be borne exclusively by the Bidders.

8. It is the responsibility of each Bidder to ensure that its submission is received by 3:00 p.m. on the bid due date. The time/date stamp clock located in the Department of Purchasing & Contracting shall serve as the official authority to determine lateness of any bid. The bid opening time shall be strictly observed. Be aware that visitors to our offices will go through a security screening process upon entering the building. Bidders should plan enough time to ensure that they will be able to deliver their submission prior to our deadline. Late submissions, for whatever reason, will not be evaluated. Bidders should plan their deliveries accordingly. Telephone or fax bids will not be accepted.

9. Federal Work Authorization

Pursuant to O.C.G.A. §13-10-91, the County cannot enter into a contract for the physical performance of services unless the Contractor, its Subcontractor(s) and sub-subcontractor(s), as that term is defined by state law, register and participate in the Federal Work Authorization Program to verify specific information on all new employees. The Bidder certifies that he/she has complied and will continue to comply throughout the contract term with O.C.G.A. §13-10-91 and any related and applicable Georgia Department of Labor Rule. Contractor agrees that in the event it employs or contracts with any Subcontractor(s) in connection with this contract, Contractor will secure from each Subcontractor an affidavit that certifies the Subcontractor's current and continuing compliance with O.C.G.A. §13-10-91 throughout the contract term. Each Subcontractor agrees that in the event it employs or contracts with any sub-subcontractor(s), each Subcontractor will secure from each sub-subcontractor an affidavit that certifies the sub-subcontractor's current and continuing compliance with O.C.G.A. §13-10-91 throughout the contract term.

10. LSBE Information

The DeKalb First LSBE Ordinance does not apply to this project.

11. First Source Jobs Information

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

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

12. Sample County Contract

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

13. Required Signatures

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

14. Ethics Rules

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

15. Business and Professional Licenses

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

B. BID SUBMITTAL:

1. All bids should be completed in ink or typewritten. Errors should be crossed out and corrections entered in ink or typewritten adjacent to the error. The person signing the bid should initial corrections in ink.

2. Bidders shall complete and submit Attachment A, *Required Documents Checklist* and all documents responsive to this requirement with the bid submittal.
3. If applicable, provide evidence that the Bidder is a DeKalb County Firm.
4. Bids must be submitted in a sealed envelope(s) or box(es) with the Bidder's name and **"ITB No. 19-101095 for Retention & Follow-Up Services for Youth – WIOA (Multiyear Contract with One (1) Option to Renew)"** on the outside of each envelope or box. All Bidders delivering submittals via delivery services, please place the sealed bid envelope(s) or box(es) inside the delivery service envelope(s) or box(es). Bidders are responsible for informing any delivery service of all delivery requirements. No responsibility shall attach to the County for the premature opening of a submission not properly addressed and/or identified. The Decatur postmaster will not deliver certified or special delivery mail to specific addresses within DeKalb County Government.

C. CONTRACT AWARD:

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

[End of Invitation to Bid Procedures]
GENERAL TERMS AND CONDITIONS

- A. In the event of a conflict between any provisions contained in any of the documents governing this transaction, the following shall be the order of precedence: Change Orders or modifications; the Bidder's accepted Response; and the County's ITB.
- B. The Bidder's services shall include all things, personnel, and materials necessary to provide the goods and/or services that are in compliance with the specifications as authorized by the County.
- C. **Prior to starting any work, the successful bidder(s) must provide copies of background checks/fingerprinting to the County of any staff that will have contact with any youth receiving services under this initiative.**
- D. Bidder extends to the County the option to renew the contract for one (1) additional one-year term, under the same price(s), terms and conditions, and in accordance with Paragraph F, *Term*.

E. DELIVERY:

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

F. TERM:

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

G. PRICING:

1. Alterations to the Price schedule may result in the Bidder being deemed non-responsive and/or bid rejection.
2. By submission of this bid, the bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization that in connection with this procurement:
 - a. The prices in this bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

- b. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly to any other bidder or to any competitor; and
- c. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.

H. GEORGIA OPEN RECORDS ACT:

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

I. DEKALB COUNTY, GEORGIA’S TITLE VI POLICY STATEMENT

DeKalb County, Georgia is committed to compliance with Title VI of the Civil Rights Act of 1964 and all related regulations and directives. DeKalb County assures that no person shall on the grounds of race, color, sex, or national origin, as provided by Title VI of the Civil Rights Act of 1964, the Federal-Aid Highway Transportation Act of 1973, and the Civil Rights Restoration Act of 1987 be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. DeKalb County further assures that no person shall on the grounds of age, low income, disability, sexual orientation or gender identity be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity.

DeKalb County assures every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not. In addition, DeKalb County will take reasonable steps to provide meaningful access to services for persons with Limited English Proficiency (LEP).

J. COOPERATIVE AGREEMENT

DeKalb County supports cooperative procurement allowing public procurement entities to leverage the benefits of volume purchases, delivery and supply chain advantages, best practices, and the reduction of administrative time and expenses. In certain, limited circumstances, the County may choose to make the same pricing structures, terms and conditions agreed to under this solicitation available to other public procurement entities. Bidder (**hereinafter referred to as “Contractor”**) shall indicate below whether they shall agree to allow other entities to piggy-back off the agreement resulting from this solicitation. Inclusion as a piggy-back contract is not mandatory, may be based on specific contract terms, and will have no bearing on the contract award.

Agree to extend to other public procurement entities: Yes ___ No ___

[End of General Terms and Conditions]
MINIMUM SPECIFICATIONS

I. INTRODUCTION:

WorkSource DeKalb (WSD) seeks to implement Retention & Follow-Up Services for eligible DeKalb County In-School Youth (ISY) and Out-of-School Youth (OSY) WIOA program participants as defined in the Minimum Specifications/Scope of Services of this ITB. The selected contractor(s) must have an array of administration/staff that can ensure that youth are successful in military, employment and/or post-secondary education, and training.

A. BACKGROUND

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

1. Title I – Workforce Development Activities:

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

2. Title II – Adult Education and Literacy:

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

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

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

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

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

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

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

WorkSource DeKalb's Policies and Procedures Manual to be provided to the selected vendor.

The Office of Management and Budget's (OMB's) Guidance for Grants and Agreements can be viewed here:

https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl; State WIOA Policy and Guidance can be found here: <https://www.georgia.org/sites/default/files/wp-uploads/2014/06/Workforce-Policies-and-Procedures-6-7-16.pdf>.

The WorkSource DeKalb Board (WSDB) is a 22-member board established to administer workforce services and oversee the implementation of WIOA in the DeKalb Local Workforce Development Area comprising of a One Stop facility located in Decatur, Georgia. This area is identified as Region 3, Area 5, as defined by the Georgia Department of Economic Development, Workforce Division. DeKalb County Government serves as WorkSource DeKalb. As such, WorkSource DeKalb (WSD) is charged with providing staff support to the WSDB and implementing WIOA programs and services under direction of the WSDB. For more information about WSDB and the local and regional workforce plans, visit <http://www.worksourcedekalb.org>.

B. OBJECTIVES

The objectives of this ITB are as follows:

1. To select a qualified Contractor(s) to provide Retention & Follow-Up Services for Youth under the WIOA of 2014 in DeKalb County, Local Workforce Development Area 5.
2. Provided services shall advance the overall mission of the WIOA by incorporating the three (3) hallmarks of excellence in the daily operation, which are as follows:
 - a. The needs of businesses and workers drive workforce solutions and local boards are accountable to communities in which they are located.
 - b. One-Stop Centers (or American Job Centers) provide excellent customer service to jobseekers and employers and focus on continuous improvement.
 - c. The workforce system supports strong regional economies and plays an active role in community and workforce development.

The qualified Contractor(s) has the option to recruit participants and refer to WSD to be considered for eligibility under WIOA and shall demonstrate the capacity to effectively manage statewide services consistent with the WSD one-stop service delivery model; commit to several program elements deemed by the WSDB to required components of the Youth Program designs; and recognize the direct oversight and leadership role that WSD shall maintain in managing service delivery contracts.

The overall purpose of the Youth Program is to provide viable pipelines to assist with the employment and training opportunities of eligible Youth.

3. To establish WIOA funding for each program year as determined by USDOL, based on an established formula for WIOA State Formula Funds awarded to each state. In the State of Georgia, those funds are then allocated to the Local Areas using a formula determined by the State. For local youth awards, funding is awarded and effective in two phases: (1) effective on July 1st and (2) on October 1st of each year. The funding amount in this ITB is an estimate only. The estimate is subject to federal budgetary

policy decisions. Funding of contracts will be according to actual availability of funds. All funding under this ITB is contingent upon WorkSource DeKalb’s receipt of funds.

The Retention & Follow-Up Services funding will be as follows:

WIOA Youth Formula Funding – must not exceed a budget of \$75,000.00 per year, which will include cost per participant and all staff/administrative costs.

Retention & Follow-Up Youth Program Formula Funding

➤ *Initial 2-Year Term: \$150,000.00*

➤ *Renewal Term: \$75,000.00*

Total Career Services funding: **\$225,000.00**

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

4. The initial contract term under this solicitation is from **July 1, 2019 to June 30, 2021**. Provided that measurable outcomes are successfully achieved and that sufficient funds are available, WSDB will have the option to extend the contract for up to an additional one (1) year period with approval by the DeKalb County Board of Commissioners. *Note: The option to extend is not guaranteed and the award of the initial contract does not imply an exercise of the option to extend and is based on award from USDOL and State allocations to WorkSource DeKalb. The options to extend is at the discretion of DeKalb County and is not guaranteed.*

II. CONTRACTOR QUALIFICATION REQUIREMENTS:

- A. The Contractor submitting a bid must meet the minimum qualifications listed below for their bid to be considered:
 1. All personnel that will be in contact with participants must submit to a background check/fingerprinting.
 2. 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.
 3. Within the past ten (10) years, Contractor’s agency/organization must have a minimum of one (1) to two (2) years of experience with employment and training programs (e.g. Welfare to Work).
 4. Contractor must have a minimum of one (1) to two (2) years of experience in managing grant funds.

B. The Contractor must submit the following documents along with their bid to meet minimum qualifications:

1. **A summary of any occurrence of its failure or refusal to complete a contract with a governmental entity for which Contractor was providing services.** This shall specifically state whether the Contractor or affiliated organization was found in material breach of the contract and the reasons why the contract was terminated or state the date the contract term expired. If Contractor

has been found in material breach of a governmental contract or if the Contractor “walked away” from its obligations under a governmental contract within the last five (5) years, the bid may be rejected as not complying with minimum qualifications. **If Contractor has not failed or refused to complete a contract with a governmental entity, a statement to that effect shall be provided.**

2. **A summary not exceeding one (1) page detailing its experience in managing grant funds with the bid.**
3. **Contractor shall provide a minimum of three (3) professional references supporting their years of experience using the Reference and Release Form, Attachment B.**
4. Contractor must be financially stable and have an existing financial infrastructure sufficient to support the processing of WIOA financial reports, WIOA participant training and support service payments, and the availability of non-federal financial resources to cover any costs incurred as a result of erroneous eligibility determinations and/or disallowed program activities. **Contractor must provide financial statements for the last three (3) years that evidences the Contractor’s financial capabilities to perform the scope of services. (Audited statements are preferable but a minimum of balance sheet, income statement and cash flow statement may be accepted.) Provide year of incorporation. Statements shall be reviewed by the DeKalb County Department of Finance for financial stability of contractors. The County shall have the right to decide which contractor(s) are financially stable using the identical method of evaluation for each contractor.**

III. YOUTH ELIGIBILITY REQUIREMENTS:

- A. **In-School Youth (ISY):** a) Youth attending school (as defined under State law), including secondary and post-secondary school; b) Not younger than fourteen (14) or older than twenty-one (21) years of age at the time of enrollment (i.e. age at eligibility determination); c) a low-income individual AND has one of the following barriers:
 - 1) Basic skills deficient
 - 2) An English language learner
 - 3) An offender
 - 4) A homeless individual (as defined in section 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2(6)), a homeless child or youth (as defined in section 725 (2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a(2)), or a runaway
 - 5) An individual in foster care or has aged out of the foster care system or who has attained 16 years of age and left foster care for kinship guardianship or adoption, a child eligible for assistance under sec. 477 of the Social Security Act (42 U.S.C. 677), or in an out-of-home placement
 - 6) An individual who is pregnant or parenting
 - 7) An individual with a disability
 - 8) An individual who requires additional assistance to complete an educational program or to secure or hold employment (as defined by the local workforce board)
- B. **Out-of-School Youth (OSY):** a) Not attending nor enrolled in any school (as defined under State law); b) Not younger than sixteen (16) or older than twenty-four (24) years of age at the time of enrollment (i.e. age at eligibility determination) AND has one of the following barriers:
 - 1) An individual who is pregnant or parenting

- 2) A homeless individual (as defined in section 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2(6)), a homeless child or youth (as defined in section 725 (2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a(2)), or a runaway
- 3) An individual in foster care or has aged out of the foster care system or who has attained 16 years of age and left foster care for kinship guardianship or adoption, a child eligible for assistance under sec. 477 of the Social Security Act (42 U.S.C. 677), or in an out-of-home placement
- 4) An individual who is subject to the juvenile or adult justice system
- 5) A school dropout
- 6) A youth who is within the age of compulsory school attendance, but has not attended school for at least the most recent complete school year calendar quarter
- 7) An individual with a disability
- 8) A low-income individual who is a recipient of a secondary school diploma or its recognized equivalent and is basic skills deficient
- 9) A low-income individual who is an English language learner
- 10) A low-income individual who requires additional assistance to enter or complete an educational program or to secure or hold employment as defined by the local workforce board

C. WIOA eligible youth who are low-income must be within the WIOA Low Income Guidelines. Income guidelines may change with little notice. Providers will be given updated income guidelines as they become available.

The current income guidelines are:

Program Years 2017 – 2019 Six-Month Income Guidelines for WIOA: Effective June 01,2018		
Household Size	WIOA Low Income Levels	Metro2 200% LLSIL
1	\$6,070	\$12,140
2	\$ 8,230	\$16,460
3	\$ 10,581	\$21,162
4	\$ 13,063	\$26,126
5	\$ 15,418	\$30,836
6	\$ 18,032	\$36,064
7	\$ 20,646	\$41,292
8	\$ 23,260	\$46,520
For each over 8 Add:	\$ 2,614	\$2,614

IV. CONTRACTOR’S RESPONSIBILITIES:

In addition to the Scope of Services provided for each Training Program Option following the Minimum Specifications, the following responsibilities shall apply:

A. Assurances and Certifications

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

updated (see Attachment K, *Assurances and Certifications*), the Contractor will be required to adhere to any new Assurances.

B. Measuring Performance and Outcomes

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

C. Case Management

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

D. Personnel

1. All staff funded with WIOA funds shall have a written job description with roles and responsibilities specific to the delivery of WIOA services as specified in this ITB. In addition, if the Contractor selects more than one funding (Youth), staff will be required to complete a Time Allocation form. The Contractor may not assign WIOA-funded staff to any duties or responsibilities beyond the comprehensive delivery of WIOA services without the express written consent of WSD.

2. The Contractor must have sufficient staff and equipment (including computers and laptops) to ensure direct access to services in its location.
3. The Contractor shall submit a staffing plan to WSD for approval on an annual basis. The staffing plan shall be sufficient to provide for staff to deliver services on a statewide basis through the WSD office yet cost effective to ensure the maximum use of funds for participant training.
4. The Contractor must be willing to maintain maximum staff flexibility to allow for the mobilization of appropriate staff to meet new and/or unexpected service delivery demands within the state.
5. The Contractor shall notify WSD immediately of any vacant WIOA position, when new staff is expected to be hired, and be committed to filling staff vacancies with qualified candidates without delay.
6. The Contractor shall assign an administrator to serve as the contract manager to work with WSD on all issues related to carrying out the terms and conditions of the contract between WSD and Contractor.
7. The Contractor shall ensure that WIOA funded staff, at a minimum, have the following skills, knowledge and/or abilities:
 - a. customer services skills
 - b. computer literacy skills sufficient to perform accurate and timely data entry and other data collection functions
 - c. knowledge of labor market information and resource tools
 - d. knowledge of skills and work readiness assessment techniques and tools
 - e. skilled in techniques for coaching others
 - f. ability to succeed in a “team-work” environment
 - g. knowledge of history and purpose of workforce development programs
 - h. fiscal staff is knowledgeable in OMB guidelines applicable to basic cost allocation plans, budgeting, system payment processes, training payments, etc.
8. The Contractor shall ensure that all staff hired to work under this contract are trained in the following areas:
 - a. WIOA process and procedures, specifically WIOA eligibility procedures, employment plans and assessment.
 - b. conducting intensive assessments, including the use of specific assessment tools approved for use by USDOL and/or WSD.
 - c. planning for successful performance outcomes.
 - d. information on re-employment services available through WSD.
 - e. the use of specific USDOL workforce development/one-stop service Internet tools (e.g. Americas Career Net Tool, Americas Service Locator, MyNextMove, O*NET).
 - f. the use of Labor Market Information in determining career goals.
 - g. the use of the participant tracking system case management system, reporting requirements and interpretation of reported data.
 - h. the rules and procedures governing confidentiality and ensure a signed confidentiality form is included in the personnel file of each WIOA-funded staff person.
9. The Contractor shall ensure that all staff funded through this contract have undergone a criminal background check and do not have any violations or convictions that could adversely affect the WIOA participants served under this program.
10. The Contractor shall ensure that all staff read and sign the Statement of Confidentiality form provided by WSD, and that all such forms are filed in the individual personnel files maintained by the Contractor.
11. The Contractor shall maintain full-time staff positions assigned to perform local quality assurance functions, including internal compliance monitoring of WIOA services and data validation

responsibilities.

12. Any sub-contracted staff shall be identified as such by the Contractor and shall meet or exceed the staffing requirements articulated herein.

E. Programmatic & Financial Reporting and System Management Requirements:

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

1. Programmatic

- a. Timely and accurate data entry in the participant tracking management system to ensure current information is available for Quarterly and Final Quarterly Performance Reports (QPRs).
- b. Quarterly plan versus actual enrollment reports.
- c. Mid-year and year end performance and expenditure reports.
- d. Contractors will be required to use participant tracking database for enrollment, activity and performance report modules to manage system performance on the local level.
- e. A written year-end program performance report by no later than the last day of August following the program year end date.
- f. Corrective action reports as deemed necessary.
- g. Ad-hoc reports requested by USDOL and/or WSD as deemed necessary.

2. Property Management

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

3. System Management Requirements and Reporting (Information Technology)

Regarding system management requirements and reporting, the Contractor shall:

- a. Develop and maintain effective financial systems for the planning and budgeting of WIOA funds in accordance with WIOA regulations and applicable OMB guidelines.
- b. Maintain participant hard copy and electronic case management system files in compliance with WIOA rules and regulations, and WSD procedures and policies.
- c. Utilize the system at the time of registration/intake to avoid incomplete information and/or re-work and ensure that all WIOA customer information is entered into the system within a specified period of time in accordance with WSD policy and procedures.
- d. Assign an appropriate staff person to assist in the ongoing development of the participant tracking system, and to provide ongoing technical assistance and training for field staff on the participant tracking system.
- e. Notify WSD in writing of any participant tracking database problems, or any other State-level system management issues that may interfere with the Contractor's ability to monitor and/or report on local performance in a timely manner.

- f. Comply with all established reporting requirements, ensuring accurate and timely submissions.
 - i. Under WIOA, certain quantifiable performance measurements must be met each year. Youth progress must be tracked throughout enrollment and for a follow-up period of not less than 12 months after program exit.
 - ii. All eligible youths’ information must be entered into the participant tracking database, as mandated by the State. Access will be provided by WSD. All Contractors must cooperate in the collection of accurate and appropriate enrollment and exit data.

4. Financial Reporting

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

5. Performance Target

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

YOUTH	PY 18 PROPOSAL	PY 19 PROPOSAL
Employment Rate 2nd Qtr. After Exit	75.0%	76.0%
Employment Rate 4th Qtr. After Exit	75.0%	76.0%
Credential Attainment within 4 Qtrs. After Exit	53.0%	55.0%

6. Evaluation of Performance

Contractor(s) will be evaluated quarterly based on meeting or exceeding the above-mentioned performance measures. The evaluation may be on-site, desktop or a combination of methods. The Provider will agree to cooperate in any and all components of the evaluation and will make records available to the monitors in a timely manner. All data related to the WIOA eligible youth must be

entered into the state case management system (e.g. GWROPP). Report cards and/or evaluations are based on the accuracy of information entered into this system.

For the purposes of this ITB:

- a. A placement has been defined as entered into employment in an in-demand industry.
 - b. A participant is considered to have successfully completed a service when he/she has a.) Q2 Enter Employment, b.) Q4 Performance and c.) Median earnings.
 - c. A program participant has been exited when program services have concluded and the twelve (12) month follow-up period has been initiated.
 - d. Any youth institutionalized/incarcerated for more than 90 days or relocated to a mandated residential program at exit, youth exited for health/medical reasons or deceased, and youth called up for active duty are excluded from all performance measures.
 - e. WIOA funds will only be available to programs that deliver and document achievement of the above performance measures for WIOA eligible youth.
7. **WSD reserves the right to adjust reporting requirements, upon mutual agreement with the Contractor, if such adjustments are deemed necessary to meet program objectives.**

F. Local Program Monitoring

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

1. Conduct a comprehensive internal monitoring of WIOA program operations a minimum of twice per year (December (mid-point) and June (end-point)), using the monitoring tool approved by WSD, and submit a complete copy of each monitoring report to WSD for each monitoring activity.
2. Conduct monitoring of each office at least once within the program year to ensure program compliance; including the monitoring of any Contractor/sub-recipient relationships. A complete copy of each monitoring report shall be submitted to WSD.
3. Conduct pro-active management and monitoring of end-of-program performance outcome projections on the local level and make timely program/service delivery system adjustments as needed to achieve planned outcomes.
4. Conduct a comprehensive internal fiscal monitoring review at least once per program year that includes a fiscal review of any and all sub-contracts funded in full or part with WIOA funds.
5. Cooperate with WSD monitoring, and allow for full access to information, records and staff for compliance monitoring purposes.
6. Respond to monitoring report findings and/or corrective action directives within the time frames specified.
7. Assist with problem resolution for any audit and/or federal compliance findings.

G. Contracting Possibilities

Regarding contracting responsibilities/requirements, the Contractor shall:

1. Develop appropriate documents for the payment of WIOA Youth funds to eligible training providers and support service Contractors prior to authorizing any payments.
2. Provide both WIOA programmatic and financial technical assistance to eligible training providers and/or support service Contractors in WIOA Youth issues, rules and regulations.

3. Ensure that no assignment or subcontracting of any of the rights or responsibilities of the Contractor is initiated unless approved in writing by WSD, or unless clearly described in the Statement of Work as written in the Contract agreement.

H. Policies and Procedures

Regarding policies and procedures, the Contractor shall:

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

I. Participant Confidentiality

Regarding participant confidentiality, the Contractor shall:

1. Maintain participant confidentiality at all times. Confidentiality requirements include any information regarding project applications or participants and their immediate families that may be obtained through application forms, interviews, tests, reports from public agencies or counselors, or any other source.
2. 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.

J. Grievance Procedures and Customer Complaints

1. The Contractor shall provide all applicants for WIOA services a written grievance procedure notice, and ensure that a signed copy attesting to the receipt of this information is included in each applicant’s hard copy file **See *Grievance & Complaint Form* attached hereto as Attachment I.**
2. The Contractor shall train all staff in the WIOA grievance procedure process, which shall take precedence over any other Contractor-specific grievance procedures and policies when applied to WIOA funded participants/employees, and ensure that copies of all grievance policy and procedures are available in each WSD office.
3. The Contractor shall inform WSD immediately of all complaints oral and written, formal or informal, which are received by or about any WIOA funded staff.
4. The Contractor shall respond to all oral or informal e-mail “complaints” received directly, or forwarded by WSD within two days from receipt of the complaint.
5. The WIOA grievance and complaint policy may be obtained from WSD.

K. Dispute Resolution

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

L. Corrective Action

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

M. Legal Authority

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

N. Independent Contractors

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

O. Organizational Requirements

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

1. Have demonstrated ability to be flexible and adapt quickly to change. Specifically, the agency or organization must operate within an infrastructure that can support the mobilization of existing staff, as well as the ability to ramp up staffing on short notice, to meet the demand for specialized/customized services in response to mass layoffs and/or new program services – conversely, a contractor must be able to reduce staff as necessary.
2. Be subject to an extensive set of fiscal and programmatic reporting and oversight requirements, which shall include the use of specific forms and reports required to carry out the monitoring and evaluation of programs as mandated by the federal regulations and/or WSD policy and procedures.

3. Be liable for any disallowed or illegal expenditure of funds or program operations conducted under their contract - resources used to reimburse disallowed/illegal expenses may not come from federal funds.
4. Be required to use the State's case management system (i.e. Geographic Solutions System or GEO Solutions), as well as maintain hardcopy participant files. All books, records, documents, and papers (including participant files) relating to WIOA service delivery shall be retained by the contractor for a minimum period of two (2) years following submission of the final expenditure report, participant exit or data validation date, or until such time as any litigation, audit findings or other claims have been resolved and so certified by WSD.
5. Be required to sign a Contract for services, which will provide for the full indemnification and hold harmless of any liability to WSD and/or the Board for any activities conducted by the Contractor. This includes a full statement of responsibility for reimbursing WSD for any costs or expenditures which are disallowed in an audit, or any other claims which might be made against a program operator by a WIOA participant or other interested party. The Contractor shall also be required to subscribe to the WIOA assurances and certifications. See *Sample County Contract* attached hereto as Attachment L.
6. Be required to assign staff whose sole responsibility and commitment is the delivery of comprehensive WIOA services. WIOA services shall be implemented as a "whole" service consistent with the intent of WIOA rules and regulations. No other federal, state or local program services offered by the contractor shall be allowed to take precedence over the intent of WIOA service delivery. There will be careful scrutiny of contractors with an inherent conflict of interest resulting from the operation of programs with conflicting mandates.
7. Be required to ensure that all staff funded under contract is adequately trained in WIOA regulations, process and procedures, including EO and confidentiality procedures consistent with USDOL requirements.
8. Be required to ensure that criminal record checks are performed for all employees who have direct contact with program participants.
9. Be required to ensure all contract staff funded with WIOA funds agree to the terms of confidentiality and sign a confidentiality agreement to the effect.
10. Be required to ensure timely data entry of participant enrollment and case management information into the electronic WIOA case management system to ensure complete and accurate data is available to meet performance and reporting requirements.
11. 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.
12. Be required to ensure that participant confidentiality is maintained at all times.
13. 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.

P. Organizational Acknowledgements

An agency or organization awarded a contract for the delivery of WIOA services acknowledges and agrees to the following:

1. All services resulting from this ITB are contingent upon availability of funds.
2. Changes may be issued during the term of the agreement due to increase or decrease of funding received from WIOA and must be formalized in an amendment to the contract. These decisions shall be at the discretion of WorkSource DeKalb Board (WSDB) & DeKalb County Board of Commissioners.
3. Any changes to the WIOA program, performance measures, funding level, or board direction may result in a change in contracting. WSD reserves the right to modify or alter the requirements and standards set forth in this ITB based on program requirements mandated by state or federal agencies. In such instances, WSD will not be held liable for any resulting changes in the contract.
4. Bids submitted for funding consideration must be consistent with and, if funded, operated according to the federal WIOA legislation, all applicable federal regulations, Georgia Department of Economic Development, Workforce Division, and WSD policies and procedures.
5. The Contractor selected for funding must 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.
6. The Contractor will be expected to adhere to WSD procedures to collect, verify, and submit required data as required and submit monthly invoices to WSD.
7. 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.
8. Contractors must ensure access to individuals with disabilities pursuant to the Americans with Disabilities Act.
9. Contractors must accept liability for all aspects of any WIOA program conducted under contract with WSD. Contractors will be liable for any disallowed costs or illegal expenditures of funds or program operations conducted. Disallowed costs may not be paid with any other federal funds.
10. Reductions in the funding level of any contract resulting from this solicitation process may be considered during the contract period when a Contractor fails to meet expenditure, participant, and/or outcome goals specified in the contract or when anticipated funding is not forthcoming from the federal or state governments.
11. All data, material and documentation originated and prepared by Contractor pursuant to the contract shall belong exclusively to WSD and be subject to disclosure under the Freedom of Information Act.

12. Contractors will allow local, state, and federal representatives access to all WIOA records, program materials, staff, and participants. In addition, Contractors are required to maintain all WIOA records (both programmatic and financial) for three years, beginning on the last day of the program year (29 CFR Part 95/ **20 CFR 652**). Records pulled for data validation purposes will restart the three (3) year clock.
13. The contract award will not be final until WSD and the Contractor have executed a mutually satisfactory contractual agreement. No program activity may begin prior to final WSD approval of the award and execution of a contractual agreement between the successful Contractor and WSD.
14. WSD reserves the right to terminate for convenience immediately if new state or federal regulations or policy makes it necessary to change the program purpose or content substantially, or to prohibit such a program.
15. WSD reserves the right to determine both the number and the funding levels of contracts finally awarded. Such determination will depend upon overall funding availability and other factors arising during the bid evaluation process. The County reserves the right to reject all bids over the budgeted amount stated in the ITB.
16. Contractor warrants that the costs bid for services in response to the ITB are not in excess of those that would be charged any other individual for the same services performed by the Contractor.
17. 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.
18. 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.
19. Attendance is required at any training during the program year deemed mandatory by WSD, and the Contractor must ensure that funds are available to support such attendance.
20. Contractor shall be legally obligated to enter all required data relating to all participants served during the contract period in the State's Virtual One-Stop System (VOS). Contractors shall be responsible for keeping participant files up-to-date, especially in time to meet quarterly reporting deadline requirements.
21. The Contractor will be legally obligated to turn over complete data files in the specified electronic format, as well as hard copy case files, to WSD at the time that the Contractor ceases to operate the WIOA Youth program.
22. WSD will be monitoring, auditing, and evaluating the Contractor's fiscal records, written policies and procedures, programs and activities throughout the contract period. Contractors must allow WSD staff or its agent full access to all files, policies and procedures, and records relating directly to WIOA funding, client case files, accounting files and records, and any related files and records associated with proper accounting of such funds and clients. Denying access to records, files, policies and procedures, and related information shall be sufficient reason to terminate the contract immediately.

23. Contractor shall not subcontract in whole or any part any contractual duties without the written prior approval of the WSD. The Contractor remains responsible for assuring compliance by such sub-Contractors with WIOA, Federal, State and local laws, regulations, policies, procedures, and the contract conditions.
24. The selected Contractor must be in compliance with and/or agree to comply with all of the program assurances and certifications required by WSD and/or State and Federal law as outlined in Assurances, Certifications and Contract Forms, included in this ITB.
25. Once a contract is awarded, that Contractor becomes fully-responsible for administration of the program(s) and other policies or regulations established by the U.S. Department of Labor, Georgia Department of Economic Development, Workforce Division, WSD, and/or WSDB.

Q. WIOA Goals and Requirements

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

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

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

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

S. Insurance

The Contractor shall carry appropriate liability and works compensation insurances. See requirements in Attachment L, *Sample County Contract*.

V. COUNTY’S RESPONSIBILITIES:

The County shall be responsible for providing the following:

- A. Marketing and Recruiting Activities for Each Training Program**
- B. Eligibility Assessments**

Determination of the eligibility and suitability of youth candidates considered for program enrollment.

C. Audits and Monitoring

D. Participant Incentives

E. Expenses for Supportive Services for Youth

1. Linkages to community services;
2. Assistance with transportation;
3. Assistance with educational testing;
4. Reasonable accommodations for youth with disabilities;
5. Referrals to healthcare; and
6. Assistance with uniforms or other appropriate work attire and work-related tool costs

VI. JOINT RESPONSIBILITIES:

The following activities will be shared between WSD and the selected Contractor(s):

- A. **Outreach:** Networking with local community agencies and other businesses who provide similar and/or need services.
- B. **Case File Administration and Management:** Maintenance of electronic and hard copy files, accurate and timely documentation using the required database system(s) (i.e. Activity Codes, Supportive Services, Vouchers, Work Experience, etc.).
- C. **Program Design Status Report:** Timely submission of status reports, enrollment and exit requests (if applicable), and timely/accurate submission for reimbursement requests.
- D. **Participant Follow-Up and Tracking**

[End of Minimum Specifications]

SCOPE OF SERVICES

I. GENERAL:

- A. **Program Description:** Retention and follow-up services are activities conducted after a youth's completion of participation in a career-based training program to monitor the youth's success during their transition to employment or further education and to assist as needed for successful transition. All youth participants must be offered an opportunity to receive follow-up services that align with their Individual Service Strategies (ISS). Follow-up means a quarterly contact with the youth to ascertain their status and to determine if they need additional service or support. Furthermore, services must be provided to all participants for a minimum of twelve (12) months unless the participant declines to receive services, or the participant cannot be located or contacted. Services may be provided beyond twelve (12) months, at minimum one (1) additional quarter after the twelfth month retention and at the State or Local WDB's discretion.
- B. **Program Objective:** The goal of these services is to help ensure that youth are successful in employment and/or post-secondary education and training. The services, and related activities, should produce positive outcomes and give credit for those outcomes.
- C. **Participation:** Level of participation may vary. Eligible participants will be referred by WSD.
- D. **Incentive:** Participants receiving follow-up services shall receive an incentive of two hundred dollars (\$200.00) for the second and fourth quarters. A participant call log and documentation of emails/letters sent to participants along with paystub copies or copies of documents used to verify income employment shall be provided for each participant qualified to receive a program incentive.

II. RETENTION AND FOLLOW-UP SERVICES:

Retention and Follow-Up Services shall include:

A. Service Standards:

Contractor agrees to adhere to the following service standards:

1. Coordination with appropriate WSD personnel to identify exited participants
2. Service to all WIOA eligible youth participants enrolled with WSD during the contract period (unless the participant has declined services)
3. Types of services and duration of services determined based on needs of the individual youth participant (which must be document in case notes, ISS, etc.). Type and intensity of services may differ for each participant, though twelve (12) months of services per participant is required where possible.
4. At least one (1) staff member solely dedicated to oversight/execution of these services
5. Possession of proper equipment to provide required services
6. Whether services are remote or onsite, all files remain at WSD at all times, and all follow-up case notes and/or documentation are placed in each file by the end of each month
7. Case notes and/or other documentation are uploaded to GEO Solutions (WIOA database used by WSD) on a monthly basis and within seven (7) days of it being received from the participant or provider

8. Follow-up occurs during the quarter being recorded and meets the standards below:
 - a. The first quarter follow-up should be done during the calendar quarter after the participant exits from WIOA programs.
 - b. Calendar quarters:
 - 1) January – March
 - 2) April – June
 - 3) July – September
 - 4) October – December
 - c. Example: If a participant exits June 30, 2019, follow-up would be done according to the following calendar quarters:
 - 1) 1st Quarter: July – September 2019
 - 2) 2nd Quarter: October – December 2019
 - 3) 3rd Quarter: January – March 2020
 - 4) 4th Quarter: April – June 2020
 - d. Example: If a participant exits December 3, 2019, follow-up would be done according to the following calendar quarters:
 - 1) 1st Quarter: January – March 2020
 - 2) 2nd Quarter: April – June 2020
 - 3) 3rd Quarter: July – September 2020
 - 4) 4th Quarter: October – December 2020

B. Follow-Up Activities:

Follow-up activities may include, but are not limited to, the following:

1. Assistance in securing better paying jobs, career pathway development, and further education/training
2. Conduct retention workshops
3. Connect with service learning or community service activities
4. Help to address school-related problems
5. Hold alumni group/job clubs
6. Host achievement and recognition events
7. Host career development activities
8. Host work-related peer support groups
9. Provide incentives for goal attainment
10. Provide referrals to supportive service agencies and other programs
11. Share information about job fairs
12. Support in applying to college
13. Tracking the progress of youth in employment after training
14. Regular contact with a youth participant's employer, including assistance in addressing work-related problems that arise
15. Obtain supplemental data to determine if the individual is employed in the four (4) calendar quarters following exit to unsubsidized employment
16. Leadership development and supportive service activities listed in 20 CFR § 681.570 and 20 CFR § 681.580
17. Mentoring

C. Documentation:

Documentation shall include/adhere to, but may not be limited to, the following, as applicable:

1. If workshops are provided, provide a copy of material to appropriate WSD personnel.
2. Keep a participant sign-in/sign-out sheet along with the timesheets which should be submitted to WSD staff after session.
3. Actively monitor and document the progress of each participant through completion of progress reports/case notes. Case notes must be entered about each individual in GEO Solutions.
4. In addition to case notes, copy of GED scores/high school diploma, follow-up forms, employer feedback forms, labor exchange verification, paystubs, mentor reports, and certificates of completion should also be included in participant files.
5. Provide a monthly progress report for each participant to WSD, which should serve as an assessment of the participants development, highlight areas of success and note areas of needed improvement.
6. If a youth participant declines follow up services, secure the “Request for No Services” in writing and find other means to follow up with youth without direct contact.
7. As per USDOL Common Measures policy (TEGL 17-05, dated 2/17/06), allowable sources of supplemental information for tracking employment-related outcomes include case management notes, automated data base systems, documented contacts with employers, and participant surveys. LWDAs must keep in mind that all supplemental data and methods are to be documented and are subject to audit.
8. Follow-up services must include more than only a contact attempted or made for securing documentation in order to report a performance outcome (*20 CFR § 681.580*).

[End of Scope of Services]

PRICE SCHEDULE

ITEM DESCRIPTION	UNIT	Unit Price (Year 1)	Unit Price (Year 2)	Unit Price (1 Year Renewal Option)
Quarterly Cost for Retention & Follow-Up Services	Youth	\$ _____	\$ _____	\$ _____

Notes to Bidder:

1. Bidder shall provide a bid for the Option(s) that Bidder chooses.
2. The County shall award the option that is most advantageous to the County.
3. Bids shall include all costs, direct and indirect, administrative costs, and all things necessary to provide services.
4. Funding for this project is contingent on funds availability. WSD reserves the right to reduce or limit the number of services conducted based on the availability of funds which may be reduced by legislation, sequestration, “government shutdown”, or other circumstance beyond the control of the department.

BID ACKNOWLEDGEMENT FORM

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

Name of Business Entity Submitting Bid	Print Name and Title of Authorized Signer
Business Entity Street Address	Authorized Signature
Business Entity City, State and Zip Code	Contact Person's Phone Number
Business Entity County	Contact Person's E-mail Address

- **Bidder acknowledges addendum(s): No. 1 ____, No. 2 ____, No. 3 ____ (If Applicable)**

Bidder acknowledges that this bid is valid until for ninety _____(Initial)
(90) days after the actual bid opening date if the bid opening date is extended.

- Bidder acknowledges that bid meets or exceeds minimum specifications. _____(Initial)
Any deviation from minimum specifications must be explained, in detail,
by bidder as to how the bid does not meet the exact specifications.

- **Bidder acknowledgement of Revisions to the above Terms and Conditions/Sample County Contract (Attachment L):**

- No revisions _____(Initial)
- OR**
- There are revisions and they are included with the bid submittal _____(Initial)

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

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

ATTACHMENT A

REQUIRED DOCUMENTS CHECKLIST

Bidder complete and submit the following documents with your bid:

Bid Page No.	Title	Check This Box If Included With Bid
32	Bid Acknowledgement Form*	
33	Required Documents Checklist	
34	Contractor Reference and Release Form	
35	Subcontractor Reference and Release Form, if applicable**	
37	Contractor Affidavit*	
38	Subcontractor Affidavit, if applicable**	
39	Certification of Bidder*	
40	New Employee Tracking Form	
41	First Source Jobs Acknowledgement Form	
BIDDER Insert the following:		
-	Business License*	
-	Contractor Qualification Requirements Package* (see page 14, Contractor Qualification Requirements, B.)	

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

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

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

Printed Name

Signature

ATTACHMENT B

CONTRACTOR REFERENCE AND RELEASE FORM

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

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

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

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

REFERENCE CHECK RELEASE STATEMENT

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

Signed _____ Title _____
 (Authorized Signature of Bidder)

Company Name _____ Date _____

ATTACHMENT C

SUBCONTRACTOR REFERENCE AND RELEASE FORM

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

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

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

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

REFERENCE CHECK RELEASE STATEMENT

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

Signed _____ Title _____
 (Authorized Signature of Bidder)

Company Name _____ Date _____

ATTACHMENT D**CONTRACTOR & SUBCONTRACTOR EVIDENCE OF COMPLIANCE:**

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

¹ O.C.G.A. § 13-10-91, as amended

ATTACHMENT E

CONTRACTOR AFFIDAVIT

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

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

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

Federal Work Authorization
Enrollment Date

Title of Authorized Officer or Agent of Bidder

Identification Number

Printed Name of Authorized Officer or Agent

Address (* do not include a post office box)

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

_____ DAY OF _____, 20__

Notary Public

My Commission Expires: _____

ATTACHMENT F

SUBCONTRACTOR AFFIDAVIT

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

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

Federal Work Authorization
Enrollment Date

Title of Authorized Officer or Agent of Bidder

Identification Number

Printed Name of Authorized Officer or Agent

Address (* do not include a post office box)

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

_____ DAY OF _____, 20__

Notary Public
My Commission Expires: _____

ATTACHMENT G

Certification of Bidder

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

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

Section of ITB 19-101095	Bidder shall initial this box evidencing compliance.
A. Assurances and Certifications	
B. Measuring Performance and Outcomes	
C. Case Management	
D. Personnel	
E. Programmatic & Financial Reporting and System Management Requirements	
F. Local Program Monitoring	
G. Contracting Possibilities	
H. Policies and Procedures	
I. Participant Confidentiality	
J. Grievance Procedures and Customer Complaints	
K. Dispute Resolution	
L. Corrective Action	
M. Legal Authority	
N. Independent Contractors	
O. Organizational Requirements	
P. Organizational Acknowledgements	
Q. WIOA Goals and Requirements	
R. County as Sole Contact with U.S. Department of Labor	
S. Insurance	
Entire Scope of Services	

By: _____ (SEAL)
Signature

ATTEST:

Name (Typed or Printed)

Signature

Title

Name (Typed or Printed)

Name of Business

Title

Federal Tax I.D. Number

ATTACHMENT H

FIRST SOURCE JOBS ORDINANCE INFORMATION
(WITH EXHIBITS 1 – 3)

NEW EMPLOYEE TRACKING FORM

Name of Bidder _____

Address _____

Email _____

Phone Number _____

Fax Number _____

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

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

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

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

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) 687-4099 or email to FirstSourceJobs@dekalbcountyga.gov.

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

EXHIBIT 2

BUSINESS SERVICE REQUEST FORM

Please note: Please complete one form for each position that you have available.

DATE: _____ FEDERAL TAX ID: _____

COMPANY NAME: _____

WEBSITE: _____

ADDRESS: _____

(WORKSITE ADDRESS IF DIFFERENT):

CONTACT NAME: _____

CONTACT PHONE: _____ CONTACT FAX: _____

CONTACT E-MAIL ADDRESS: _____

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

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

POSITION TITLE: _____

NUMBER OF POSITIONS AVAILABLE: _____ TARGET START DATE: _____

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

SPECIFIC WORK SCHEDULE:

SALARY RATE(OR RANGE):

PERM TEMP TEMP-TO-PERM SEASONAL

PUBLIC TRANSPORTATION ACCESSIBILITY YES NO

IF SCREENINGS ARE REQUIRED, SELECT ALL THAT APPLY:

CREDIT DRUG MVR BACKGROUND OTHER _____

Please return form to:

Business Relations Unit (First Source)
774 Jordan Lane Bldg. #4
Decatur, Ga. 30033
Phone: (404) 687-3400
FirstSourceJobs@dekalbcountyga.gov

EXHIBIT 3
EMPLOYMENT ROSTER
DeKalb County

Contract Number: _____								
Project Name: _____								
Contractor: _____						Date: _____		

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



ATTACHMENT I

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

EQUAL OPPORTUNITY COMPLAINT POLICY

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

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

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

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

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

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

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

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

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

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

Definition: A **complaint** is an allegation of discrimination on the grounds a person, or any specific class of individuals, has been or is being discriminated against on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, political affiliation or belief, citizenship status, or participation in any WIOA Title I-financially assisted program or activity as prohibited by WIOA or part 29 CFR

38.69. An allegation of retaliation, intimidation or reprisal for taking action or participating in any action to secure rights protected under WIOA will be processed as a **complaint**.

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

WorkSource DeKalb is prohibited from discriminating against a person, or any specific class of individuals, on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, political affiliation or belief, citizenship status, or participation in any WIOA Title I-financially assisted program or activity as prohibited by WIOA or part 29 CFR

38.69 in admission or access to, opportunity or treatment in, or employment in the administration of or in connection with, any WIOA funded program or activity. If you think that you have been subjected to discrimination under a WIOA funded program or activity, you may file a complaint within 180 days from the date of the alleged violation.

Complaint Processing Procedure

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

- Acknowledgement of complaint received including date received; notice that the complainant has the right to be represented in the complaint process; notice of rights contained in §38.35; and notice that the complainant has the right to request and receive, at no cost, auxiliary aids and services, language assistance services, and that this notice will be translated into the non-English languages as required in §§38.4(h) and (i), 38.34, and 38.36.
- A written statement of issue(s) which includes a list of the issues raised in the complaint; for each issue, a statement of whether or not the issue is accepted for investigation or rejected and the reasons for each rejection after performing a period of fact-finding.
- Notice that the complainant may resolve the issue Alternative Dispute Resolution (ADR) any time after the complaint has been filed, but before a Notice of Final Action has been issued.
- If the complaint does not fall within the Workforce Innovation and Opportunity Act jurisdiction for processing complaints alleging discrimination under Section 188 or Equal Opportunity and Nondiscrimination provisions at 29 CFR Part 38.74, the complainant will be notified in writing within five (5) business days of making such determination. The notification shall include the basis of the determination as well as a statement of the complainant's right to file for the Civil Rights Center (CRC) within 30 days of the determination.

- Upon determination that the complaint has merit and is within the Workforce Innovation and Opportunity Act jurisdiction and period of fact-finding or investigation of the circumstances underlying the complaint.

Complaint Processing Time Frame

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

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

OR

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

Resolution Process:

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

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

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

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

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

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

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

GENERAL, NON-DISCRIMINATORY COMPLAINTS

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

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

Filing A General Grievance/Complaint (violations of the act or regulations not alleging discrimination) Who May File: Any person, including WIOA program participants, applicants, staff, employers, board members or any other interested parties who believes they have received unfair treatment in a WIOA Title I funded program.

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

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

774 Jordan Lane, Building #4 Decatur, Georgia 30033 | 404- 687-3400 | www.worksourcedekalb.org
WorkSource DeKalb is an EEO/M/F/D/V employer/program. Auxiliary aids/services are available upon request to individuals with disabilities. Persons with hearing impairments may call 1-800-255-0135 or 711 (TTY) for assistance. WorkSource DeKalb is 100% U.S. Department of Labor and is a proud partner of the American Job Center Network. Revised 11.15.18

Grievance Processing Procedure

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

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

Hearing Process

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

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

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

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

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

Appeal Process

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

COMPLIANTS OF FRAUD, ABUSE or OTHER ALLEGED CRIMINAL ACITIVITY

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

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

COMPLAINTS AGAINST PUBLIC SCHOOLS

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

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

Signature _____ Date _____



WorkSource DeKalb Equal Opportunity and Complaint/Grievance Information Form

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

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

ATTN: WorkSource DeKalb (WSD), 774 Jordan Lane, Building 4, Decatur GA 30033

For Discrimination/EO Complaints:

Michelle Jones
Workforce Manager/Equal Opportunity Officer
Email: jmjones@dekalbcountyga.gov
Phone: (404) 687-3400 Fax: (404)371-2294

For General Grievances/Complaints:

Robert Gordon One-Stop Operator
Email: rgordon1@dekalbcountyga.gov Phone: (404) 371-3721

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

1) Complainant Information:

First Name	MI	Last Name	Phone	
Address		City	State	Zip
Email				

Are you a WSD Employee? Yes No

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

Name	Phone	
Address	City	State
		Zip

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

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

a. Please explain the basis of the complaint.

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

c. Please list the location and date.

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

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

Signature _____ Date _____

FOR GRIEVANCES/DISCRIMINATION ONLY – COMPLETE 6 THROUGH 11

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

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

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

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

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

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

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

Attorney Name _____ Address _____ Phone _____

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

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

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

Complainant _____ Signature _____

ATTACHMENT J



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

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

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

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

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

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

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

Risk Level	Monitoring Plan Guidelines
<p>High (43 – 64)</p>	<p>Monitoring Plan: WorkSource DeKalb (WSD)staff completing the assessment will identify factors that contributed to the high-risk score. WorkSource DeKalb (WSD)staff will prepare and distribute a report that outlines non-compliance issues and areas that require improvement. The report will be distributed to the awardee and respective WorkSource DeKalb (WSD)program manager/coordinator. The awardee shall respond to the WorkSource DeKalb (WSD)Group with a Corrective Action Plan within 15 calendar days. The WorkSource DeKalb (WSD)Finance Section will then provide a schedule of the evaluation process and site visits. The grantee may be required to submit more frequent progress/performance/financial reports until further notice.</p> <p>The awardee shall receive technical assistance upon request.</p>
<p>Medium (27 – 42)</p>	<p>Monitoring Plan: WorkSource DeKalb (WSD)staff will identify factors that contributed to the medium risk score, prepare and distribute a report that outlines areas of non-compliance and areas that require improvement. The report will be distributed to the awardee and respective WorkSource DeKalb (WSD)program manager/coordinator. The awardee shall respond to the WorkSource DeKalb (WSD)Group with a Corrective Action Plan within 15 calendar days. The WorkSource DeKalb (WSD)Finance Section will then provide a schedule of the evaluation process and site visits. The grantee may be required to submit more frequent progress/performance/financial reports until further notice.</p> <p>The awardee shall receive technical assistance upon request.</p>
<p>Low (13 – 26)</p>	<p>Monitoring Plan: WorkSource DeKalb (WSD)staff will continue to monitor progress/performance/financial reports for accuracy, timeliness, and no significant program changes.</p> <p>An award evaluation or site visit may be conducted that will be separate from the required annual monitoring.</p>
<p>AWARDEE DATA (if not applicable, indicate N/A on header line)</p>	
<p>1. Awardee’s Agency/Organization (R)</p>	
<p>Within the past 10 years, the awardee’s agency/organization has > 3 years of experience with awards from WorkSource DeKalb (WSD) Group and demonstrates an active interest in the program to the respective ARC WorkSource Program Manager/Coordinator(s).</p>	
<p>Within the past 10 years, the awardee’s agency/organization has > 1-2 years of experience with awards from WorkSource DeKalb (WSD) Group and demonstrates an active interest in the program to the respective ARC WorkSource Program Manager/Coordinator(s).</p>	
<p>Within the past 10 years, the awardee’s agency/organization has limited experience with awards from WorkSource DeKalb (WSD) Group and demonstrates an active interest in the program to the respective ARC WorkSource Program Manager/Coordinator(s).</p>	

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

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

Awardee's director/manager and/or key staff usually respond to ARC's requests in a timely manner
Awardee's director/manager and/or key staff rarely respond to ARC's requests in a timely manner
Comments:
7. Performance Measures (Start of the Program through Current)
Performance mostly exceeds the requirements
Performance mostly meets the requirements
Performance mostly does not meet the requirements
Comments:
FINANCIAL MANAGEMENT
8. Single Audit
Single Audit with no findings
Single audit with significant deficiency finding(s)
Single audit with material weakness finding(s)
Single audit with both material weaknesses and significant deficiency findings
No single audit performed
<i>If any findings have not been resolved, add an additional point to the selection.</i>
Comments:

9. Other Independently Prepared Financial Reports (for those not required to have Single Audits)
Reports are in good order with no noticeable concerns
Reports are in good order with little noticeable concerns
Reports have some noticeable concerns
Reports have major noticeable concerns
<i>If there are any unsuccessful resolution of concerns, add an additional point to the selection.</i>
Comments:
10. Amount of funding awarded for this Program
Annual Financial Obligation of \$0 – \$49,999.99
Annual Financial Obligation of \$50,000 – \$129,999.99
Annual Financial Obligation of \$130,000 – \$199,999.99
Annual Financial Obligation of \$200,000 – \$299,999.99
Annual Financial Obligation of \$300,000 or more
Comments:
11. Subcontracts
Awardee does not subcontract
Awardee has, or will have 1 – 2 subcontracts
Awardee has, or will have 3 – 4 subcontracts
Awardee, has or will have 5 or more subcontracts

Comments:
12. Financial Reporting (Invoicing)
Is always timely and accurate
Is timely and accurate most of the time
Has not been timely, but mostly accurate
Has not been timely or accurate
Comments:
13. Budget
Program is practically on-budget
Program is not on budget, and the reason(s) have been justified
Program is not on budget and reasons have not be satisfactorily justified
Comments:

Additional Comments:



ATTACHMENT K

ASSURANCES AND CERTIFICATIONS

- I.** The Contractor assures WorkSource DeKalb (WSD) that he/she will comply with the Workforce Innovation and Opportunity Act (WIOA) Public Law 105-220 or any subsequent regulation; 20 CFR Part 652 et al. or any subsequent regulation; and associated OMB Circulars such as A-87, A-21, A-102, A-122, A-110, A-133, etc. or any subsequent regulations; and any Georgia Department of Economic Development, Workforce Division and/or WSD requirements. In the event that the Assurances are updated, the Contractor will be required to adhere to any new Assurances.
- II.** As recipients of WIOA Title IB adult, youth, and dislocated worker funds, you must obtain and have posted the following certifications and assurances.
- (i) Certification Regarding Lobbying (29 CFR Part 93)
 - (ii) Drug-Free Workplace Requirements Certification (29 CFR Part 98)
 - (iii) Nondiscrimination And Equal Opportunity Assurance (29 CFR Part 37)
 - (iv) Certification Regarding Debarment, Suspension, and Other Responsibility Matters
 - (v) Primary Covered Transactions (29 CFR Part 98)
 - (vi) Standard Assurances For Non-Construction Programs

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

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

A. Certification Regarding Lobbying

As the duly authorized representative, the Contractor certifies that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
3. The Contractor shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, provider agreements, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

B. Certification Regarding Drug-Free Workplace Requirements

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

1. Publishing a statement, signed by the authorized authority, notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the contractor’s workplace and specifying the actions that will be taken against employees for violations of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about:
 - (i) The dangers of drug abuse in the workplace;
 - (ii) The contractor’s policy of maintaining a drug-free workplace;
 - (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (iv) Penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Making it a requirement that each employee engaged in or that plans to engage in the performance of WIOA federally funded grants be given a copy of the statement required by paragraph (1);
4. Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the grant, the employee will:
 - (i) Abide by the terms of the statement; and
 - (ii) Notify the employer in writing of his or her conviction for violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
5. Notifying the WFD in writing, within ten calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is convicted:
 - (i) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (ii) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
7. Ensure that all recipients of WIOA Title IB funds including participants, service and training providers provide notification that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited at service and training provider sites and specify the actions that will be taken against employees for violations of such prohibition;
8. Making a good faith effort that the Contractor and provider worksites maintain a drug- free workplace through implementation of paragraphs (1)-(7).

C. Nondiscrimination and Equal Opportunity Assurance

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

- authorized to work in the United States or participation in any WIOA Title IB financially assisted program or activity;
- (ii) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin;
 - (iii) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
 - (iv) The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age;
 - (v) Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs; and

- 2. This assurance applies to the Contractor's operation of the WIOA Title IB financially assisted program or activity, and to all agreements the Contractor makes to carry out the WIOA Title IB financially assisted program or activity. The Contractor understands that the Grantor has the right to seek judicial enforcement of this assurance.

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

As the duly authorized representative the Contractor certifies to the best of its knowledge and belief, that it and its principals:

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

E. Assurances – Non-Construction Programs

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

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

of the Civil Rights Act as amended; (b) Title IX of the Education Amendments of 1972, as amended; (c) Section 504 of the Rehabilitation Act as amended; (d) the Age Discrimination Act of 1975, as amended; (e) the Drug Abuse Office and Treatment Act of 1972 (PL 91-616) as amended; (f) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 DD.3 AND 290 EE.3) as amended, relating to confidentiality of alcohol and drug abuse patient records; (g) Title VIII of the Civil Rights Act of 1968 as amended; (h) Military Selective Service Act; (i) Nontraditional Employment for Women Act; and (j) Department of Labor Federal Regulations at 29 CFR Parts 34 and 1604.

6. Will comply with Federal regulation 20 CFR 652, et al., regarding the retention of records;
 7. Will certify if requested, in accordance with 29 CFR Part 98, Section 98.510, that neither it nor its one-stop operators, service providers or training providers are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 8. Will comply as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a. to 276a. 7), the Copeland Act (40 U.S.C. 276c. and 18 U.S.C. 874, and the Contract Work Hours and Safety Standards Act (40.327-333), regarding labor standards for federally assisted construction sub-agreements.
 9. Will comply with the provisions of the Hatch Act (U.S.C. 1501-1508 and 7324-7328), which limit political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
 10. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, Audits of States, Local Governments, and Non-Profit Organizations.
 11. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing WIOA Title IB programs.
- F.** Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 7401 et seq.), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000)
- G.** Federal Water Pollution Control Act (33 USC Sec. 1251 et seq.): Contractor agrees to comply with all applicable standards, orders or regulations of this Act if contract exceeds \$100,000.
- H.** The Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871), as referenced at 29 CFR 97.36(i)(13), regarding mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan.
- I.** The Resource Conservation and Recovery Act (Pub. L. 94-580 codified at 42 USC Sec. 6962), as referenced at 29 CFR 95.16, regarding giving preference in procurement programs funded with federal funds to the purchase of recycled products pursuant to EPA guidelines.
- J.** The Federal Social Security Act, 42 USC Sec. 303 and 503, requiring states to disclose UI information to designated public officials for programs such as food stamps and child support recovery.
- K.** Public Law 104-191, August 21, 1996: Health Insurance Portability and Accountability Act of 1996.
- L.** Walsh- Healy Act, 41 U.S.C. 35 et seq.
- M.** Service Contract Act of 1965, 41 U.S.C.351-58. as amended by P.L. 92-473 and P.L. 94-489.
- N.** The Jobs for Veterans Act of 2002, Public Law 107-288
- O.** Public Law 109-234, Salary and Bonus Limitations

- P. Georgia Security and Immigration Compliance Act of 2006 (Act 457), Chapter 300-10-1 – Public Employers, Their Contractors and Subcontractors Required To Verify New Employee Work Eligibility Through A Federal Work Authorization Program.
- Q. Whistleblower Protection: The Contractor awarded funds shall promptly refer to the US. Department of Labor Office of Inspector General any credible evidence that a principal, employee, agent, contractor, sub-recipient, subcontractor, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds. (Recovery Act Sec. 1553)
- R. The Byrd Anti-Lobbying Amendment and restrictions on lobbying as codified in 29 CFR Part 93
- S. Compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 328 and 333) (Contracts exceeding \$2,500 involving employment of mechanics/laborers; construction contracts in excess of \$2,000)
- T. The requirements related to nepotism found at 20 CFR 667. Subpart B.
- U. The requirement to allow access by the Federal Grantor agency, the U.S. Comptroller General, the State Grantee agency, the Sub-grantee agency, or any of their duly authorized representatives to any employees, books, document, papers and records which are directly pertinent to the provision of services under this Agreement for the purpose of making audit, examination, excerpts, and transcriptions. [29 CFR 97.36(i)(10)]
- V. The requirement to retain all pertinent records for three years after the Contractor receives final payment and all pending litigation, claims, and audit findings are closed. (29 CFR 97.42, 29 CFR 95.53)
- W. Government-wide debarment and suspension (29 CFR Part 98) and government-wide drug- free workplace requirements
- X. For all contracts in excess of the small purchase threshold, administrative, contractual, or legal remedies where contractors violate or breach contract terms. The clause provides for sanctions or penalties, as appropriate.

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

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

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

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

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

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

Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis -Bacon Act, as amended (40 U.S.C. 3141 - 3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non -Federal entities must include a provision for compliance with the Davis -Bacon Act (40 U.S.C. 3141 -3144, and 3146 - 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non -Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non -Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti -Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non -Federal entity must report all suspected or reported violations to the Federal awarding agency.

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

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

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

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

(I) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List

System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

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

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

(K) See §200.322 Procurement of recovered materials.

Provider(s), Contractor(s), and/or Sub – recipient(s) assures that he/she will comply fully with the nondiscrimination and equal opportunity provision of the Workforce Innovation and Opportunity Act; the Nontraditional Employment for Women Act of 1991, Title VI of the Civil Rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; Title IX of the Education Amendments of 1972, as amended; and with all applicable requirements imposed by or pursuant to regulation implementing those laws, including but not limited to 29 CFR part 34. The United States has the right to seek judicial enforcement of this assurance.

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

ATTACHMENT L**SAMPLE COUNTY CONTRACT****AGREEMENT FOR PROFESSIONAL SERVICES
DEKALB COUNTY, GEORGIA**

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

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

ARTICLE I. CONTRACT TERM

The Contractor shall commence the Work under this Contract within ten (10) days from the acknowledgement of receipt of the Notice to Proceed (“Commencement Date”). The Initial Term of this Agreement shall be for twenty-four (24) calendar months, beginning on the Commencement Date. This annual contract comes with one (1) option to renew. Prior to the expiration of the Initial Term, the parties have the option to renew this agreement for a 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 the Renewal Term. Each option to renew must be exercised prior to the beginning of the Renewal Term and, is only effective upon adoption and approval by the DeKalb County Governing Authority and the Contractor in accordance with the terms of this Contract.

ARTICLE III. PAYMENT

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

Contractor’s Price Schedule, consisting of one (1) 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 IV. SCOPE OF WORK

The Contractor agrees to provide all retention and follow-up services in accordance with the County’s Invitation to Bid (ITB) No. 19-101095 for *Retention & Follow-Up Services for Youth – WIOA (Multiyear Contract with One (1) Option to Renew)*, attached hereto as Appendix I and incorporated herein by reference, and the Contractor’s response thereto, attached hereto as Appendix II and incorporated herein by reference.

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

ARTICLE V. GENERAL CONDITIONS

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

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

C. **Ownership of Documents** All documents, including drawings, estimates, specifications, and data are and remain the property of the County. The Contractor agrees that the County may reuse any and all plans, specifications, drawings, estimates, or any other data or documents described herein in

its sole discretion without first obtaining permission of the Contractor and without any payment of any monies to the Contractor therefore. However, any reuse of the documents by the County on a different site shall be at its risk and the Contractor shall have no liability where such documents are reused.

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

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

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

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

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

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

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

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

1. Certificates of Insurance in companies doing business in Georgia and acceptable to the County covering:
 - (a) Statutory Workers' Compensation Insurance, or proof that Contractor is not required to provide such coverage under State law;
 - (1) Employer's liability insurance by accident, each accident \$1,000,000
 - (2) Employer's liability insurance by disease, policy limit \$1,000,000
 - (3) Employer's liability insurance by disease, each employee \$1,000,000
 - (b) Professional Liability Insurance on the Contractor's services in this Agreement with limit of \$1,000,000;
 - (c) Commercial General Liability Insurance covering all operations with combined single limit of \$1,000,000;
 - (d) Comprehensive Automobile Liability Insurance with form coverage for all owned, non-owned and hired vehicles with combined single limit of

- \$1,000,000.
- (e) Umbrella or Excess Insurance. Umbrella or excess insurance is to be provided with General Liability, Auto Liability and Employers Liability scheduled as underlying policies with limits not less than the following:
 \$5,000,000 per occurrence
 \$5,000,000 aggregate
2. Additional Insured Requirement:
- (a) The County, its elected officials, officers, employees and agents, hereinafter referred to in this article and in the article entitled "Certificates of Insurance" as "the County and its officers" are to be named as additional insured on all policies of insurance except worker's compensation insurance with no cross suits exclusion. The County and its officers shall be included as additional insureds under commercial general liability and commercial umbrella insurance, for liabilities arising out of both the ongoing and completed operations of Contractor. Such additional insured coverage shall be endorsed to Contractor's policy by attachment of ISO Additional Insured Endorsement forms CG 20 10 10 01 (ongoing operations) and CG 20 37 10 01 (products-completed operations), or form(s) providing equivalent coverage.
- (b) All coverages required of the Contractor will be primary over any insurance or self-insurance program carried by the County.
- (c) If the Contractor is a joint venture involving two (2) or more entities, then each independent entity will satisfy the limits and coverages specified here or the joint venture will be a named insured under each respective policy specified.
3. Fidelity Bond coverage shall be provided. Coverage limits shall not be less than the amount scheduled in the contract.
4. Certificates of Insurance must be executed in accordance with the following provisions:
- (a) Certificates to contain policy number, policy limits, and policy expiration date of all policies issued in accordance with this Agreement;
- (b) Certificates to contain the location and operations to which the insurance applies;
- (c) Certificates to contain Contractor's protective coverage for any subcontractor's operations;
- (d) Certificates to contain Contractor's contractual liability insurance coverage;
- (e) Certificates are to be issued to:
- DeKalb County, Georgia
 Director of Purchasing & Contracting
 The Maloof Center, 2nd Floor
 1300 Commerce Drive
 Decatur, Georgia 30030**
5. The Contractor shall be wholly responsible for securing certificates of insurance coverage as set forth above from all subcontractors who are engaged in this work.
6. The Contractor agrees to carry statutory Workers' Compensation Insurance and to have all subcontractors likewise carry statutory Workers' Compensation Insurance.
7. Contractor agrees to waive all rights of subrogation and other rights of recovery against the County and its officers and shall cause each Subcontractor to waive all rights of subrogation for all coverage, excluding Professional E&O.
8. Failure of the County to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the County to identify a deficiency from

evidence provided will not be construed as a waiver of the Contractor's obligation to maintain such coverage. Contractor understands and agrees that the purchase of insurance in no way limits the liability of the Contractor.

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

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

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

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

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

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

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

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

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

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

S. **Attachments and Appendices** This Contract includes the following Attachments and Appendices all of which are incorporated herein by reference: Attachment A, Contractor's Price Schedule; Attachment B, Contractor's Affidavit; Attachment C, Subcontractor's Affidavit(s); Attachment D, Sub-subcontractor's Affidavit(s); Attachment E, Certificate of Corporate Authority,

Articles of Organization, or Joint Venture Certificate; Attachment F, Other Required Documents; Appendix I, County’s ITB; 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 ITB; and the Contractor's Response thereto.

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

[SIGNATURES CONTINUE ON NEXT PAGE]

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

DEKALB COUNTY, GEORGIA

By: _____(SEAL)
Signature

Name (Typed or Printed)

Title

Federal Tax I.D. Number

Date

_____ **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)
CONTRACTOR'S PRICE SCHEDULE

ATTACHMENT B
(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 C
(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 D
(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 E
(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 E
(Sample County Contract)
ARTICLES OF ORGANIZATION

I, _____, certify that I am the Registered Agent for _____ named as Contractor herein, same being organized to do business under the laws of the State of _____; that _____ executed this Contract on behalf of the Contractor was, then and there and that said Contract was duly signed by said Agent for and in behalf of said company, pursuant to the authority of its governing body and within the scope of its company powers.

I further certify that the names and addresses of the organizers, members, and/or managers of all are as follows:

BY: _____
Signature

NAME: _____
Type or Print

This _____ day of _____ 20_____ (Company Seal)

ATTACHMENT E
(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 for Construction 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 F
(Sample County Contract)
OTHER REQUIRED DOCUMENTS

(Sample County Contract)

APPENDIX I

**“Excerpts from the Contractor’s
Response to the County’s Invitation to Bid
(ITB) No. 19-101095”**

(Sample County Contract)

APPENDIX II

END OF ATTACHMENT L
SAMPLE COUNTY CONTRACT