



**DeKalb County
Department of Purchasing and Contracting**

May 23, 2022

REQUEST FOR PROPOSALS (RFP) NO. 22-500614

FOR

**WORKFORCE INNOVATION OPPORTUNITY ACT (WIOA)
CAREER TRAINING SERVICES (ANNUAL CONTRACT WITH 2
OPTIONS TO RENEW)**

Procurement Agent:
Email:

Sophia Thomas
sdthomas@dekalbcountyga.gov

Mandatory Pre-Proposal Conference:

1:00 P.M. ET, June 7, 2022
via Zoom:

<https://dekalbcountyga.zoom.us/j/84296345479>

Deadline for Submission of Questions:
Deadline for Receipt of Proposals:

5:00 P.M. ET, June 13, 2022
3:00 P.M. ET, June 30, 2022

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

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I. INTRODUCTION

A. Purpose:

DeKalb County Government (the County) requests qualified individuals and firms with experience in Career Training Services for programs under the Workforce Innovation and Opportunity Act of 2014 (WIOA) to submit proposals for **RFP 22-500614 Workforce Innovation Opportunity Act (WIOA) Career Training Services (Annual Contract with 2 Options to Renew)**. The specified areas of focus consists of:

1. Adult & Dislocated Workers Career and Training Services;
2. Youth Career and Training Services;
3. Business Engagement and Services; and
4. Career Readiness Training.

NOTE: Potential Responders do not have to submit a proposal that covers all areas of focus. Responders are allowed to submit a proposal for one or multiple areas, if all areas are not applicable or of interest to your firm.

B. Background Information:

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

- **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).
- **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).
- **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).
- **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 the United States 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.dol.gov/agencies/eta/WIOA>. WorkSource DeKalb's Policies and Procedures Manual will 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.tcsg.edu/wp-content/uploads/2020/11/SWDB-Approved-PM_02.17.22.pdf

WorkSource DeKalb (WSD) is a department within the DeKalb County Government. It is 100% federally funded by the United States Department of Labor (USDOL) through the WIOA. WSD is a proud partner of American Job Center (AJC) Network (as defined in TEGL No. 16-16) and provides the day-to-day administrative oversight and operational management of DeKalb County's One-Stop System under the leadership of the WorkSource DeKalb Board. WSD provides workforce solutions and opportunities to DeKalb County's business and residents. WSD has met/exceeded state performance measures for helping residents find and retain jobs for over 20 years and continues its mission to promote and support a workforce system that creates value and offers employers, individuals, and the community the opportunity to achieve and sustain economic prosperity.

The WorkSource DeKalb Board (WSDB) is the board established to administer workforce services and oversee the implementation of WIOA in DeKalb County comprising of a Comprehensive One Stop facility located in Decatur, Georgia as well as a Mobile Career Resource Center that is utilized as a fully functioning affiliate one-stop site. This area is identified as Region 3, Local Workforce Development Area (LWDA) 5, as defined by the state of Georgia's WIOA grant administrator, the Technical College System of Georgia Office of Workforce Development (OWD). WorkSource DeKalb (WSD), an entity of DeKalb County, is charged with providing staff support to the WSDB and implementing WIOA programs and services under direction of the WSDB. For more information about the WSDB, WSD and the local and regional workforce plans, visit <http://www.worksourcedekalb.org>.

C. **Required Documents**

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

Required Documents	Attachment
Cost Proposal Form (1 copy, separate & sealed)*	B
Contractor Affidavit	C
Subcontractor Affidavit (if applicable)	D
Sub-Subcontractor Affidavit (if applicable)	E
Contractor Reference and Release Form	F
Subcontractor Reference and Release Form (if applicable; make additional copies as needed)	G
First Source Jobs Ordinance Acknowledgement Form	H, Exhibit 1
New Employee Tracking Form	H, Exhibit 2
Exceptions to the Standard County Contract, if any	J
Proposal Cover Sheet*	N
Business License	-

*Failure to return these attachments with your proposal will render your proposal nonresponsive.

The services shall commence ten (10) calendar days after acknowledgement of receipt of written notice to proceed and shall be completed within a reasonable time frame for completion of the scope of work (preferably six months or less) as agreed to by the successful Responder and the County.

II. SCOPE OF WORK

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

III. PROPOSAL FORMAT

Responders are required to submit their proposals in the following format:

A. Cost Proposal

1. The cost proposal must be submitted in a separate, sealed envelope with the Responder's name and "**Cost Proposal for Request for Proposals No. 22-500614 Workforce Innovation Opportunity Act (WIOA) Career Training Services (Annual Contract with 2 Options to Renew)**" on the outside of the envelope.
2. The sealed envelope containing the cost proposal is requested to be included in the sealed package containing the technical proposal.
3. **DO NOT INCLUDE FEES OR COSTS IN ANY AREA OUTSIDE OF THIS COST PROPOSAL.** Including fees in any area outside of the Cost Proposal in its separate, sealed envelope shall result in Responder's proposal being deemed non-responsive.
4. Responders are required to submit their costs on Attachment B, Cost Proposal Form. **Responder shall not alter the cost proposal form.**

B. Technical Proposal

1. Responders should complete Attachment N, *Proposal Cover Sheet*, and include this as the first page of the technical proposal, followed by the Introduction, Technical Approach, Project Management, Organizational Qualifications, Personnel, Financial Responsibility, References, and the remaining required documents (see Section I. C. for the list of required documents). **To ensure that all requested information is captured in the proposal, Responder should use the format as provided below to respond to this RFP. The Technical Proposal shall not contain any cost information, or the proposal will be deemed non-responsive.**
2. Technical Proposals must be submitted in a sealed envelope(s) or box(es) with the Responder's name and "**Request for Proposals No. 22-500614 Workforce Innovation Opportunity Act (WIOA) Career Training Services (Annual Contract with 2 Options to Renew)**" on the outside of each envelope or box.

DO NOT INCLUDE ANY COSTS OF ANY KIND IN THE TECHNICAL PROPOSAL.

1. Introduction:

Provide general information about your company to include:

- a. Firm name and address;
- b. Former firm names, joint venture information, out of state offices, as applicable;
- c. A statement of which office shall handle the project, if multiple offices exist;
- d. A clear and concise response as to why the County should select your firm for this project;
- e. A list of any litigations, arbitrations, or mediations in which the firm has been involved in the past five (5) years involving claims for more than \$50,000 made by a County against the firm or by the firm against the County, and indicate the disposition of each claim, the name of the County, and the nature of the claim; and
- f. A statement that the proposal shall remain in effect for and not be withdrawn for one-hundred twenty (120) days after the due date to the County.

2. Technical Approach:

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

- a. Responders are required to describe the procedures and methods that will achieve the required outcome of the project as specified herein; and
- b. Include a listing of the County's responsibilities and the Responder's responsibilities required to complete the project.

3. Project Management:

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

- a. Describe how the project will be organized and managed;
- b. Describe progress reporting procedures for the project;

- c. Provide a project schedule at the task level starting with the receipt of the Notice to Proceed and ending with project completion;
- d. Include the anticipated use of subcontractors or vendors; and
- e. Describe the resources necessary to accomplish the purpose of the project.

4. Personnel:

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

- a. Identify the individuals who will be part of the project team;
- b. Include any outside personnel, such as subcontractors; and
- c. Provide detailed resumes of team members and subcontractors who will be directly working on the project.

5. Organizational Qualifications:

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

- a. Describe Responder's experience, capabilities and other qualifications for this project;
- b. Include a statement of how many years the firm has operated under current company name;
- c. Provide a list of clients for the past five (5) years for similar projects (to be considered separate from reference requirements); and
- d. Samples of previous work (i.e. websites, etc.)

6. Financial Responsibility:

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

- a. Provide the Responder's year of incorporation along with financial information.
- b. Provide financial statements for the last three (3) years that evidences the Responder's financial capabilities to perform the Statement of Work. (Audited statements are preferable but a minimum of balance sheet, income statement and cash flow statement may be accepted.)

7. References:

- a. Provide at least three (3) references for services similar or larger in size and scope to the services described within this document using the Contractor Reference and Release Form attached hereto as Attachment F.
- b. Provide three (3) references for each subcontractor proposed as part of the project team. The references shall be for the same or similar types of services to be performed by the subcontractor (including LSBE-DeKalb and LSBE-MSA firms) on projects similar in size and scope to the anticipated subcontract to the project outlined in this RFP. Use Attachment G, Subcontractor Reference and Release Form. Make additional copies as needed.

C. Federal Work Authorization Program Contractor and Subcontractor Evidence of Compliance

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

IV. CRITERIA FOR EVALUATION

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

A. Cost Proposal (10 points)

B. Technical Proposal (90 points):

1. Technical Approach (25 points)
2. Project Management (20 points)
3. Personnel (15 points)
4. Organizational Qualifications (15 points)
5. Financial Responsibility (10 points)
6. References (5 points)

C. Optional Interview (10 points) – bonus; The County reserves the right to conduct optional interviews with all Responders or a short-listed group of Responders. The Evaluation Committee may award a maximum of ten (10) points to each interviewed Responder. If the County determines that it is in its best interest to develop a short list of responders for interview, it shall be based on the following calculation: Highest Responder Score – 10 points = Short-listed Score (Example: 91 – 10 = 81. Any Responder with a score of 81 or greater would be interviewed.)

V. CONTRACT ADMINISTRATION

A. Standard County Contract

The attached sample contract is the County's standard contract document (see Attachment I), which specifically outlines the contractual responsibilities. All Responders should thoroughly review the document prior to submitting a proposal. Any proposed revisions to the terms or language of this document must be submitted in writing with the Responder's response to the request for proposals. Since proposed revisions may result in a proposal being rejected if the revisions are unacceptable to the County, Responders should review any proposed revisions with an officer of the firm having authority to execute the contract. No alterations can be made in the contract after award by the Board of Commissioners.

B. Submittal Instructions

1. **One (1) original Technical Proposal stamped “Original” with six (6) identical copies, and one (1) compact disc or USB flash drive containing an identical copy of the Technical Proposal ONLY (do not include costs); and one (1) original Cost Proposal (see Section III. A. for additional instructions regarding submittal of Cost Proposal), must be submitted to the following address no later than 3:00 p.m. on June 30, 2022:**

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

2. Proposals must be clearly identified on the outside of the packaging with the Responder’s name and **“Request for Proposals No. 22-500614 Workforce Innovation Opportunity Act (WIOA) Career Training Services (Annual Contract with 2 Options to Renew)”** on the outside of the envelope(s) or box(es).
3. It is the responsibility of each Responder to ensure that its submission is received by 3:00 p.m. on the proposal due date. The time/date stamp clock located in the Department of Purchasing & Contracting shall serve as the official authority to determine lateness of any response*. The RFP opening time shall be strictly observed. Be aware that visitors to our offices will go through a security screening process upon entering the building. Responders should plan enough time to ensure that they will be able to deliver their submission prior to our deadline. Late submissions, for whatever reason, will not be evaluated. Responders should plan their deliveries accordingly. Telephone or faxed proposals will not be accepted.

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

C. Mandatory Pre-Proposal Conference

A mandatory pre-proposal conference will be held at **1:00 p.m. on June 7, 2022** via Zoom video conferencing. Interested responders must attend and participate in the pre-proposal conference for their proposal to receive consideration. Failure to attend the mandatory pre-proposal conference will result in the proposal being deemed non-responsive. For information regarding the pre-proposal conference and to R.S.V.P., please contact Sophia Thomas at sdthomas@dekalbcountyga.gov.

D. Questions

All questions concerning this RFP and requests for interpretation of the Contract may be asked and answered during the pre-proposal conference; however, **oral answers are not authoritative**. Questions must be submitted to Sophia Thomas, via email to sdthomas@dekalbcountyga.gov by the **5:00 p.m. on June 13, 2022**. Questions and requests for interpretation received by the Department of Purchasing and Contracting after this date may not receive a response or be the subject of addenda.

E. Acknowledgment of Addenda

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

F. Proposal Duration

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

G. Project Director/Contract Manager

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

H. Expenses of Preparing Responses to this RFP

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

I. Georgia Open Records Act

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

J. First Source Jobs Ordinance

The First Source Ordinance is a public regulation which requires contractors and beneficiaries of eligible DeKalb County projects to make a good faith effort to hire fifty percent (50%) of all jobs using the First Source Registry. Beneficiaries are immediate recipients of county grants or community development block funds administered by the county of at least \$50,000. Contractors include an individual or entity entering into any type of agreement with the county, funded in whole or in part with county funds. WorkSource DeKalb (WSD) maintains the First Source Registry, comprised of qualified and trained DeKalb County residents. Business Solutions Unit (BSU) is available to assist the employer with selecting the most qualified candidate by using the First Source Registry to meet the company's hiring needs. WSD manages the First Source program through the Business Solutions Unit by assigning a specific BSU Specialist. The First Source process is conducted similarly to the BSU business service request process. The BSU Specialist works closely with employers using TALEO and BSU processes to ensure the hiring needs of the employers are met.

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

K. Business License

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

L. Ethics Rules

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

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

M. 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.

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).

N. Cooperative Agreement

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

VI. AWARD OF CONTRACT

An evaluation committee will review and rate all proposals and shall determine if interviews are necessary.

If interviews are conducted, firms will be scheduled for an oral presentation to the evaluation committee, not to exceed one hour's duration, to respond to questions from the evaluation committee relevant to the firm's proposal.

The evaluation committee will make its recommendation for award to the DeKalb County Board of Commissioners, who will make the final decision as to award of contract.

THE COUNTY RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS, TO WAIVE INFORMALITIES, AND TO RE-ADVERTISE.

Sincerely,

Sophia Thomas
Procurement Agent
Department of Purchasing and Contracting

Attachment A:	Scope of Work
Attachment A.1	Option 1: Adult & Dislocated Workers Career and Training Services
Attachment A.2	Option 2: Youth Career and Training Services
Attachment A.3	Option 3: Business Engagement and Services (BES)
Attachment A.4	Option 4: Career Readiness Skills Training
Attachment B:	Cost Proposal Form
Attachment C:	Contractor Affidavit
Attachment D:	Sub-Contractor Affidavit (if applicable)
Attachment E:	Sub-subcontractor Affidavit (if applicable)
Attachment F:	Contractor Reference and Release Form
Attachment G:	Subcontractor Reference and Release Form (if applicable)
Attachment H:	First Source Jobs Ordinance Information with Exhibits 1 - 4
Attachment I:	Sample County Contract
Attachment J:	Exceptions to the Contract (If Any)
Attachment K:	Assurances and Certifications
Attachment L:	Pre-Award/Contract Renewal Finance/Program Risk Assessment Tool
Attachment M:	Equal Opportunity & General Complaint/Grievance Policy and Procedures & Form
Attachment N:	Proposal Cover Sheet

ATTACHMENT A

SCOPE OF WORK

WorkSource DeKalb (WSD) is committed to participating in and advancing regional sector partnerships and strategies. Sector-partnerships are regional, employer-driven partnerships of industry, education and training, and other stakeholders that focus on the workforce needs of key industries in a regional labor market. Service providers, along with WSD and other partners, will contribute to developing career pathways within priority sectors and connecting students, job seekers, and businesses to related services and opportunities.

WSD anticipates initially funding a one (1) year contract with two (2) one-year options to renew for each area of focus. The initial Contract Term will begin July 1, 2022 and terminate June 30, 2023, unless extended by Change Order adopted and approved by the DeKalb County Governing Authority and the Contractor in accordance with the terms of the Contract prior to June 30, 2023. Contract performance will be considered by WSD prior to determining whether to renew the Contract. Provided successful outcomes are achieved and that sufficient funds are available, WSD may renew the Contract annually for up to two (2) additional one-year periods. Any renewal shall also be reviewed and approved by the WorkSource DeKalb Board.

Optional Renewal Term One – July 1, 2023 to June 30, 2024

Optional Renewal Term Two – July 1, 2024 to June 30, 2025

WSD's financial obligations under the Contract are contingent upon the availability of appropriated funds from which payment for Contract purposes can be made. No legal liability on the part of WSD or DeKalb County for any payment may arise until funds are made available to WSD for this Contract. The Contract is solely funded under WIOA.

NOTE: The option to renew is at the discretion of DeKalb County and is not guaranteed. All funding under this RFP is contingent upon WorkSource DeKalb's receipt of funds.

To be eligible for selection, the Contractor must have documented experience providing WIOA funded services. Such experience and associated references shall be provided to WSD as a part of any RFP response.

A. Resources

WorkSource DeKalb ("WSD") has developed Local and Regional Plans that contain significant information about the co-located and non-co-located partners at the one-stop service delivery site, as well as labor market information about the area. The Regional and Local Plans may be accessed directly at <http://www.dekalbcountyga.gov/worksource-dekalb/localregional-plan>. In addition, the Local Operations Manual, Policy Manual, Partners Resource Sharing Agreement, etc. may be obtained in electronic format upon request via an e-mail directed to Robert D. Davis at rddavis1@dekalbcountyga.gov.

B. The Technical College System of Georgia's Office Workforce Development is the administrator of WorkSource Georgia, the state's federally funded employment and training system, working to

connect talent with opportunity. At a local level, WorkSource Georgia provides WIOA services across the state through 19 local workforce development areas. WIOA funds are allotted to individuals and/or businesses and administered specifically through services geared toward helping disadvantaged citizens obtain meaningful employment. Policies and technical guidance may be found at <https://tcsgeorgia.edu/worksource/resources-for-practitioners/policies-guidance/>.

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

D. Eligible Organization

An entity (public, private, or nonprofit), or consortium of entities (including a consortium of entities) that is/are operating in accordance with federal, state, and local law and has/have been in business for at a minimum of three (3) years, with demonstrated effectiveness providing related services in DeKalb County or the Metro Atlanta Region within the last three (3) years. Such entity(s) may include:

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

- E. Contractor must demonstrate such entity has the requisite administrative and fiscal capacity to successfully provide the services identified in this RFP.

- F. Contractor shall be registered to do business in the State of Georgia and shall be in good standing.

G. Nepotism

In the event a responding entity is selected and contracted, such entity shall ensure no individual is placed in a WIOA employment activity if a member of that individual's immediate family is directly supervised by or directly supervises that individual. To the extent that an applicable State or local legal requirement regarding nepotism is more restrictive than this provision, such State or local requirement must be followed. (20 CFR 667.200 (g)).

H. Conflict of Interest/Firewalls

Known conflicts of interest which may in any way impact an entity's ability to provide the services detailed in this RFP shall be disclosed to WSD in writing and submitted to WSD with the entity's response. WSD, in its sole discretion, may provide an entity an opportunity to create appropriate firewalls to avoid conflicts of interest.

I. Participant Confidentiality

The Contractor shall:

1. Always maintain participant confidentiality. 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. 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 WIOA Section 184, and such decision shall be rendered in writing and become binding to all parties. Nothing in this paragraph shall imply that the Contractor is prevented from appealing the State pursuant to WIOA regulations.

K. 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 reviews 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.

- L. The purpose of selecting a qualified contractor is to provide career readiness training for WIOA Adults, Dislocated Workers and Youth in DeKalb County. The chosen Contractor will use assessments, collected evidence and effective job search tools to also introduce the idea of career clusters. The career readiness training will encourage students to think outside the box and discover their interests and how they could lead to a career. The participant is expected to identify the pathways within one or more career cluster. It is important for participants to learn and possess specific qualities to be successful in the workplace. The training will give the participants tools to absorb and adapt the norms of the workplace. The career explorations process involves learning more about the participant and discovering jobs that match their personalities, interests, and abilities. WSD believes experiencing the workplace through an employers or managers eyes can help participants understand the world of work from a different perspective. The Contractor and WSD staff will work together to continuously adapt to the changing needs of industry and the regional economy.

M. Respondents must describe strategies that will be employed to effectively conduct the activities and achieve objectives described above. Respondents are encouraged to involve employers, jobseekers, and other community members in program design. Respondents are also encouraged to refer to effective and evidence-based practices in designing their approach to the service model or models.

N. Virtual Services

Currently, due to COVID-19, the Career Center is closed to the public meaning the Contractor must establish a virtual presence that is approved by WSD.

O. DeKalb County Holiday Schedule

The Contractor will follow the listed holiday schedule (subject to WSD/DeKalb County revisions) with no program services occurring on the days upon which the following holidays are observed:

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

P. Performance and Accountability

WSD staff will monitor, audit, and evaluate program activities throughout the funding period. The Career Readiness Skills contractor must allow WSD staff access to all files and records relating directly to WIOA funds.

ATTACHMENT A.1**OPTION 1:****ADULT & DISLOCATED WORKERS CAREER AND TRAINING SERVICES****I. Objective**

- A. To select a qualified Contractor(s) to provide **Career and Training Services to Adults & Dislocated Workers** under the WIOA of 2014 in DeKalb County, LWDA 5. A copy of the WIOA regulations may be accessed via the U.S. Department of Labor website <https://www.dol.gov/agencies/eta/WIOA>
- B. Provide services that shall advance the overall mission of the WIOA by incorporating the three (3) hallmarks of excellence in the daily operations, 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) shall demonstrate the capacity to recruit and determine eligibility for Adult & Dislocated Workers and refer to WSD to be considered for eligibility under WIOA. They shall also 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 be required components of the Adult & Dislocated Workers Career and Training Service design; and recognize the direct oversight and leadership role that WSD shall maintain in managing service delivery contracts.

- C. The deliverables at the end of the project should result in eligible WIOA Adult & Dislocated Workers securing employment with self-sufficient wages at a minimum of \$15.00.

II. Program Requirements**A. Minimum Qualifications**

The Contractor must meet the minimum qualifications listed below in order to have their proposal considered.

1. Within the past 10 years, Contractor must have one (1) to two (2) years of experience with employment and training programs (e.g., Welfare to Work) similar in size and scope of the requirements detailed in this RFP. Contractor shall provide a minimum of three (3) professional references supporting their years of experience using the Reference and Release Form attached hereto as Attachment F.

2. Contractor must have one (1) to two (2) years of experience in managing grant funds. Contractor shall provide a summary not exceeding one (1) page detailing its experience in managing grant funds.
3. The Contractor shall provide 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 the 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 Proposal 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.
4. Contractor must be financially stable. Contractor must provide financial statements for the last three (3) years that evidences the Contractor’s financial capabilities to perform the scope of work. (Audited statements are preferable but a minimum of balance sheet, income statement and cash flow statement may be accepted.) Provide year of incorporation (if applicable). Statements shall be reviewed by the DeKalb County Department of Finance for financial stability of Contractors. The County shall have the right to decide which Contractor(s) are financially stable using the identical method of evaluation for each Contractor.
5. Contractor shall provide a written statement certifying that all offices used for the performance of services under any contract awarded under this RFP are ADA Compliant. The County reserves the right to perform a site visit as a part of the evaluation process. If Contractor’s offices are not ADA compliant, the Proposal may be rejected as not complying with Minimum qualifications.

B. 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 Super Circular 2 CFR Part 200 etc., or any subsequent regulations; and any Technical College System of Georgia Office of Workforce Development 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.

C. Career & Training Services Contractor Roles

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

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

1. eligibility determination (must meet WIOA eligibility before any services are provided to participant);
2. adult education and literacy activities;
3. career counseling;
4. career planning;
5. comprehensive skills assessments;
6. development of an Individual Employment Plan;
7. financial literacy;
8. group counseling;
9. in depth interviewing and evaluation of barriers to employment;
10. information and assistance with establishing eligibility for financial aid and assistance for educational programs other than WIOA;
11. information on supportive services available through other programs;
12. initial assessment of skills;
13. job readiness training;
14. job search and placement assistance;
15. occupational skills training;
16. out of area job search;
17. outreach and intake;
18. private sector training programs;
19. provision of information on in-demand occupations and non-traditional employment;
20. provision of labor market information;
21. recruitment and other business services for employers;
22. referrals to partner programs and other available programs in the community;
23. short term prevocational services;
24. skill upgrading and retraining;
25. soft skills training;
26. supportive service needs;
27. supportive services;
28. training services;
29. work experience;
30. work-based learning programs include On-The-Job Training, Incumbent Worker Training, and Apprenticeships;
31. follow-up services.

D. Dislocated Worker Eligibility

1. To be eligible to receive WIOA services as an adult in the Dislocated Worker programs, an individual must:
 - a. be 18 years of age or older;
 - b. be a citizen or noncitizen authorized to work in the United States; and

- c. meet Military Selective Service registration requirements (males who are 18 or older and born on or after January 1, 1960, unless an exception is justified).

2. WIOA Dislocated Worker Eligibility (General WIOA Eligibility)

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

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

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

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

3. A dislocated worker is an individual who meets one of the following eight sets of criteria:

- a. The individual:
 - 1) has been terminated or laid off through no fault of their own or has received a notice of no-fault termination or layoff from employment;
 - 2) is eligible for or has exhausted entitlement to unemployment compensation or

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

- f. The individual is the spouse of a member of the Armed Forces on active duty who:
- 1) has experienced a loss of employment as a direct result of relocation to accommodate a permanent change in duty station of such member; or
 - 2) is unemployed or underemployed and experiencing difficulty finding or upgrading employment.
- g. The individual is underemployed, which is defined as:
- 1) A person who was laid off from a previous employer, but has found employment earning wages that are 85% or less of the salary that was paid at the employer of dislocation; and/or
 - 2) A person who is in employment that uses significantly less skills or abilities than the job of dislocation and is not commensurate with the individual's demonstrated level of educational attainment.
- h. An individual who may have been separated for cause, filed an appeal to Unemployment Insurance (UI) and was determined to be 'no-fault' and eligible for UI (based on that employer's contributions) may be eligible as a dislocated worker.

In order to be considered as unlikely to return to a previous industry or occupation, an individual must meet at least one of the following criteria:

- The individual worked in a declining industry or occupation, as documented on State and locally developed labor market information, such as Georgia Labor Market Explorer, Burning Glass or EMSI. (Local high demand as well as declining occupation lists must be developed by an appropriate entity, such as the LWDB, local Chamber of Commerce, economic development agency, a qualified consultant/educational entity, or other valid public use quality source of labor market information.)
- The individual has been actively seeking, but unable to find employment in their previous industry or occupation for a period of ninety days or more.
- The individual was "separated" from active military duty under conditions other than dishonorable.
- The individual is the spouse of an active military member and has experienced a loss of employment as a direct result of relocation to accommodate a permanent change in duty station of the spouse.
- The individual worked in an industry or occupation for which there are limited job orders in Employ Georgia at the time of eligibility determination, as documented by WorkSource DeKalb.
- Individual is not sufficiently educated and/or does not have the necessary skills for reentry into the former industry or occupation, as documented through an assessment of the individual's educational achievement levels.
- Individual cannot return to their previous industry or occupation because of physical or other limitations, which would prevent reentry into the former industry or occupation, as documented by a physician or other applicable professional (e.g., Psychiatrist, psychiatric social worker, chiropractor, etc.)
- Individuals laid off on a temporary basis with a specific return date and/or determined by UI to be attached to an employer (leave of absence, etc.) do not

meet the criteria of unlikely to return to work in a previous industry or occupation.

E. Adult Eligibility

(a) To be eligible to receive WIOA services as an adult in the Adult & Dislocated worker programs, an individual must:

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

(b) Additional Requirements for Adults

- a. Adults must be either unemployed or underemployed
- b. Individuals who are underemployed include persons who are employed less than full-time and are seeking full-time employment; are employed in a position not commensurate with the individual's demonstrated level of educational attainment and skills; are working full time and meet the definition of low income, according to LWDB policies; or are employed, but whose current job earnings are not sufficient compared to their previous earnings.

To better serve the total adult population in Area 5, the WSDB has determined that individuals, who are a member of a family that is above the Lower Living Standard Income Level (LLSIL) guidelines but not in excess of 200% of the current guidelines, may receive WIOA funded services as an established priority group. The WSDB will allow adult participants, who are employed, to be determined eligible under this condition.

Basic Career Services and Training Activities under Title I of the WIOA Activities will include all services to eligible candidates, at least 18 years of age, who are residents of DeKalb County, U.S. citizen or eligible non-citizen, registered with selective service (if applicable) and for adults defined as "low-income" according to the "Six-Month Low-Income Guidelines for WIOA" (see next page).

Program Years 2022 – 2023 Six Month Income Guidelines for WIOA: Low Income Level Figures Effective May 1, 2022			
Family Size	Metropolitan Areas	Atlanta MSA	Nonmetropolitan Areas
1	\$6,795	\$6,795	\$6,795
2	9,155	9,155	9,155
3	11,675	11,515	11,515
4	14,413	14,040	13,999
5	17,011	16,570	16,520
6	19,895	19,377	19,319
7	22,780	22,184	22,119
8	25,664	24,991	24,918
For Each over 8 add:	2,885	2,807	2,800

These guidelines do not outweigh the federal mandate to serve public assistance recipients and other low-income populations.

F. Work-Based Learning Training Activities

1. ***Work Experience (WEX)***: A work experience or internship is a planned, structured learning experience that takes place in a workplace for a limited period of time. Work experiences or internships may be paid or unpaid, as appropriate and consistent with other laws, such as the Fair Labor Standards Act. A work experience or internship may be arranged within the private for-profit sector, the non-profit sector, or the public sector.
2. ***Registered Apprenticeships (RA)***: Registered Apprenticeship (RA) is an important component of potential training and employment services that the workforce system can provide to its customers. It is encouraged that the WSDB partners with the RA system and uses RA opportunities as career pathways for job seekers and as a job-driven strategy for employers and industries. RAs generally involve both classroom and on-the-job instruction.

G. Core Program Requirements

1. Each program should be designed to provide services and successful employment outcomes documented in the Georgia WorkSource Portal which is the state case management system for all WIOA participants, for the duration of the contract. Recruitment of appropriate targeted adult and/or dislocated worker populations will be the responsibility of the contractor and in adherence with the WIOA guidelines. Please see a list of other WIOA services that may be assigned to WIOA eligible customers (see next page).

SERVICE CODE	SERVICE DESCRIPTION	SERVICE TYPE
125	Job Search/Placement Asst., Inc. Career Counseling	PS - Office Services
181	Supportive Service - Transportation Assistance	SS - Transportation
185	Support Service -Other	SS - Other
200	Individual Counseling	PS - Other
219	Work Experience	PS - Work Experience
300	Occupational Skills Training - Approved Provider List (ITA)	PS - Approved Provider Training - ITA
309	Locally Funded Incumbent Worker Training (IWT)	PS - Training Non-ITA
314	Enrolled in Apprenticeship Training	PS - Non-ITA Occupational Skills
326	Support Service - Needs Related Payments	SS - Other

Service codes are via the State's case management database system, the Georgia WorkSource Portal

2. Contractor(s) is required to integrate basic skills with job specific skills, where appropriate, for all participants.
3. Programs must provide career services as a connection to subsidized or unsubsidized employment also known as Work Based Training. Efforts must be made to inform and educate eligible Adults and Dislocated Workers of the in-demand occupations in the local area. Internship opportunities in these high demand occupations are highly encouraged. (All internship employer locations must be properly vetted by the contractor and approved by WSD.)

H. 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 OWD. 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 will be monitored by WSD on a quarterly basis to ensure the Contractor is on track. In the event that performance is not on track, the Contractor shall provide WSD with a detailed plan for corrective action within thirty (30) days from notification provided by WSD. Corrective action plans shall be subject to WSD's approval. Failure to obtain an approved corrective action plan, or to reach outcome targets after an approved corrective action plan has been implemented, may be considered unsatisfactory Contractor performance. WSD reserves the right to terminate the contract, or any portion thereof, with sixty (60) days advance written notice, due to unsatisfactory Contractor performance.

3. Regarding performance goals and reporting requirements, the Contractor shall:
 - a. Achieve all WIOA performance goals/measures as specified in the contract.
 - b. Conduct follow-up services for all exited WIOA participants and report on results as defined by WIOA regulation and/or WSD policy.
 - c. Utilize the current wage verification agencies and use that data to develop quarterly and annual performance reports to assist WSD in conducting data validation activities consistent with federal requirements.

Monitoring and Evaluation of Performance: Contractor(s) will be evaluated quarterly based on meeting or exceeding performance measures. The evaluation may be on-site, virtual, or a combination of methods. The Contractor 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 Adult & Dislocated Workers must be entered into the state case management system (the Georgia WorkSource Portal). Report cards and/or evaluations are based on the accuracy of information entered into this system.

For the purpose of this RFP, the five (5) performance measures that must be met are:

- Employment Rate 2nd Quarter After Exit
- Employment Rate 4th Quarter After Exit
- Median Earnings 2nd Quarter After Exit
- Credential Attainment
- Measurable Skills Gains

I. Case Management

1. All eligible adults and/or dislocated workers shall receive an Individual Employment Plan (IEP) that includes employability development plans, service objectives and plans, as well as educational and personal development goals. It is both a form and a continual process. The IEP must be developed in partnership with the participant. The IEP is a comprehensive employment plan that describes the employment, skill training (if applicable), and supportive service needs of participants, as well as the service strategy that has been developed to meet those needs and achieve the employment goal(s). The IEP must reflect the employment, training, and supportive service needs indicated by the objective assessment, as well as the expressed interests and desires of the participant. Goals and plans must be reviewed and updated every 90 days. Contractor(s) will be required to use the IEP template provided by WSD.
2. Contractor(s) must implement a system that monitors the eligible adult and/or dislocated workers' time and attendance. Documentation must be submitted to reflect attainment of the minimum training hours and competencies.
3. Contractor(s) shall maintain a digital and hard copy case file for each eligible adult and/or dislocated worker. The files will be considered WSD property and original files must be turned over to WSD at the end of the contract unless other arrangements are

made during contract termination. Digital files shall be created and maintained in a format acceptable to WSD.

4. During the program period, Adult & Dislocated Workers shall go through an intake and assessment process with an IEP to guide their program involvement through the individual's participation term.
5. Entities delivering the WIOA services to Adult & Dislocated Workers are required to case manage them upon enrollment into services which is inclusive of follow-up services.

J. Marketing, Promotions, and Outreach Activities

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

- f. Promote the full array of services available in the WSD office on all recruitment/outreach efforts.

K. 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 RFP. In addition, if the contractor selects more than one funding (Adult & Dislocated Worker), 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. 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. Ability to succeed in a “team-work” environment
 - b. Computer literacy skills sufficient to perform accurate and timely data entry and other data collection functions
 - c. Customer services skills
 - d. Fiscal staff is knowledgeable in OMB guidelines applicable to basic cost allocation plans, budgeting, system payment processes, training payments, etc.
 - e. Knowledge of history and purpose of workforce development programs
 - f. Knowledge of labor market information and resource tools
 - g. Knowledge of skills and work readiness assessment techniques and tools
 - h. Skilled in techniques for coaching others
8. The Contractor shall ensure that all staff hired to work under this contract are trained

in the following areas:

- a. Conducting intensive assessments, including the use of specific assessment tools approved for use by USDOL, OWD and/or WSD.
 - b. Information on re-employment services available through WSD.
 - c. Planning for successful performance outcomes.
 - d. The rules and procedures governing confidentiality and ensure a signed confidentiality form is included in the personnel file of each WIOA-funded staff person.
 - e. The use of Labor Market Information in determining career goals.
 - f. The use of specific USDOL workforce development/one-stop service Internet tools (e.g., Americas Career Net Tool, Americas Service Locator, MyNextMove, O*NET).
 - g. The use of the participant tracking system case management system, reporting requirements and interpretation of reported data.
 - h. WIOA process and procedures, specifically WIOA eligibility procedures, employment plans and assessment.
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. The Contractor shall make these available for WSD review if so requested.
 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 standards articulated herein.

L. Programmatic & Financial Reporting and Management Requirements

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

1. Programmatic:
 - a. A written year-end program performance report by no later than the last day of August following the program year end date.
 - b. ***Adherence to Applicable Laws and Regulations:*** The Contractor agrees to comply fully with all applicable rules, regulations, policies, guidelines, and requirements, including but not limited to the following applicable Federal/State laws: 20 CFR 626-631, 20 CFR Part 645, 29 CFR Parts 37 and 97 and 2 CFR 200 - OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
 - c. Ad-hoc reports requested by USDOL and/or WSD as deemed necessary.

- d. All participants served by activities and resources funded by WIOA must be determined WIOA eligible **prior to the service**. Eligibility documentation and all program related documents must be uploaded to the Georgia WorkSource Portal as well.
 - e. All supportive services must have been approved and recorded in the Georgia WorkSource Portal prior to the participant receiving or obtaining the goods or services. Backdated requests for services will not be approved. Supportive service needs must be documented in the case note and acknowledged by a form.
 - f. Caseload & WIOA Activity reports available within the state case management system.
 - g. Contractors will be required to use participant tracking database for enrollment, activity and performance report modules to manage system performance on the local level.
 - h. Corrective action reports as deemed necessary.
 - i. **Equal Employment Opportunity:** The Contractor(s) agrees to comply fully with the non-discrimination and equal opportunity provisions of the Workforce Innovation and Opportunity Act, Title VI of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, The Age Discrimination Act of 1975, as amended, and Title IX of the Education Amendments of 1972, as amended. The Contractor also ensures that programmatic and architectural accessibility and auxiliary aids and services are available upon request to customers with disabilities.
 - j. Quarterly and year end performance and expenditure reports.
 - k. WSD reserves the right to adjust reporting requirements, upon mutual agreement with the Contractor, if such adjustments are deemed necessary to meet program objectives.
 - l. Quarterly plan versus actual enrollment reports.
 - m. **Record Keeping:** Records must be maintained for a period of three (3) years from the end of the program year in which the Agreement ends. If prior to the expiration of the three (3) year retention period, any litigations or audit is begun or a claim is instituted involving the Agreement covered by the records, the Contractor agrees to maintain the records beyond the three (3) year period until such litigation, audit findings, investigations or claim has been finally resolved. Should the Contractor cease to do business within the retention period required all records pertinent to the WIOA will be immediately delivered to WSD. The Contractor shall retain sole liability for the contents of the records.
 - n. Timely and accurate data entry (*updated on a minimum monthly basis*) in the Georgia WorkSource Portal to ensure current information is available for Quarterly and Final Quarterly Performance Reports (QPRs).
2. Follow Up Services
- a. Ensure all services are closed in the Georgia WorkSource Portal (Occupational Skills, Work Experience, Supportive Services, etc.)
 - b. Ensure Follow Up screens are updated on a monthly basis
 - c. Ensure all exited files are retained until twelve (12) months follow up is completed
 - d. Ensure all files are returned to WSD either after follow up services are completed

and/or at the conclusion of the contract period.

3. Financial

- 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. Report 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, Office of Workforce Development, the U.S. Department of Labor, or any of their authorized representatives.

4. 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.

5. 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.
- g. Under WIOA, certain quantifiable performance measurements must be met each year. Contractors shall be required to track adult and/or dislocated workers progress throughout enrollment and a follow-up period of not less than 12 months after program exit.
- h. All eligible adult and/ or dislocated workers information must be entered into the participant tracking database, as mandated by the State. Access will be provided by WSD. All contractors must cooperate in the collection of accurate and appropriate enrollment and exit data.

M. 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.

8. The County reserves the right to complete a Risk Assessment at any time during the term of the contract. See Pre-Award/Contract Renewal Finance/Program Risk Assessment Tool attached hereto as Attachment L.

N. Contracting Possibilities

The Contractor shall:

1. Develop appropriate documents for the payment of WIOA Adult & Dislocated Worker 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 Dislocated Worker 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.

O. 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, WSDB members and the Contractor.

P. Eligible Training Provider (ETP)

1. The Contractor shall train staff on the ETP process in the role of assisting participants in understanding the ETP process (<https://www.tcsg.edu/worksource/resources-for-practitioners/eligible-training-providers-list/>).

2. The Contractor shall ensure that participants are only enrolled in training programs that are currently on the state Eligible Training Provider List AND that WSD has an executed contract with.
3. The Contractor shall train staff in the use of the Consumer Report System (www.onetonline.org).
4. The Contractor shall place in the local policy/procedures handbook, all ETP policy and procedures, both state and local level, including exception/waiver provisions that exist, or may be developed, and train staff in these policies and procedures.

Q. 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 physical and electronic file. See Grievance & Complaint Form attached hereto as Attachment M.
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 (2) days from receipt of the complaint.
5. To access the WIOA grievance and complaint policy and form, please click the link <https://www.dekalbcountyga.gov/sites/default/files/users/user298/Documents/WorkSource%20DeKalb%20EO%20%26%20Grievance%20Complaint%20Policy%20%26%20Form.pdf>

R. 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.

S. 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.

T. 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 (the Georgia WorkSource Portal), as well as maintain hardcopy participant files. All books, records, documents, and papers (including participant files) relating to WIOA service delivery shall be retained by the contractor for a minimum period of three (3) years following submission of the final expenditure report, participant exit or data validation date, or until such time as any litigation, audit findings or other claims have been resolved and so certified by WSD.
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 WSDB 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 I).
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 timely data entry of participant enrollment and case management information into the Georgia WorkSource Portal to ensure complete and accurate data is available to meet performance and reporting requirements.
9. 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.
10. Be required to ensure that participant confidentiality is maintained at all times.
11. Be required to recruit and enroll eligible individuals consistent with established enrollment goals.
12. 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.

U. Financial Capacity

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

V. Authorized to Do Business in the State of Georgia

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

W. Service Requirements

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

X. 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.

Y. WIOA Goals and Requirements

The Contractor shall develop, implement, and maintain statewide WIOA Adult and/or Dislocated Worker services and/or programs consistent with WIOA regulations, the Technical College System of Georgia Office of Workforce Development 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 for 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.

Z. Direct Service Requirements

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

1. To provide Career and Training Services to eligible Adult & Dislocated Workers as defined in WIOA.
2. To utilize <https://atlworks.org/job-seekers/eligibility/> to provide for the application process for adult and/or dislocated workers who are interested in accessing WIOA services. The application process will be performed according to rules as issued by WSD and/or the U.S. Department of Labor. The Georgia WorkSource Portal shall be the only system used for case management purposes.
3. To provide eligibility determination for Adults and Dislocated Workers entering WIOA programs. This determination will be performed according to rules as issued by WSD, consistent with U. S. Department of Labor regulations. The participant tracking system shall be the only system used in this process.
4. To provide assessment services including assessment of basic skills, abilities, interests, evaluation of work history, evaluation of support service needs and other assessment instruments that might be of value in assisting the customer. All assessment processes

and tools must be approved by WSD prior to implementation and must be applied in a consistent and equitable manner.

5. To provide for Individual Employment Plans (IEP) required for participation in WIOA programs. These plans will be documented in the participant tracking system. Each customer receiving WIOA career services will jointly develop an IEP with the assistance of a counselor/case manager.
6. To provide case management for customers. This means frequent contact according to rules established by WSD. Case management efforts will be documented in the Georgia WorkSource Portal.
7. To provide supportive services determined to be necessary for the customer's participation.
8. To provide other intensive services determined to be necessary or that are prescribed by WSD.
9. To assist customers in making informed customer choice in the selection of service providers for training.
10. To deliver or assist WSD in the delivery of rapid response services to adults and/or dislocated workers.
11. To refer customers to other services when the customer is not eligible for participation in WIOA activities.
12. To provide information on the full array of applicable or appropriate services that are available through the WSD office, other eligible providers, or One-Stop Partners.
13. To enroll all Trade Act eligible customers in WIOA Adult and/or Dislocated Worker programs as appropriate and ensure that services are non-duplicative of those services provided for and/or funded through the Trade Act program.
14. To provide follow-up services for all participants who exit the program, consistent with WIOA regulations.
15. To adhere at all times to the Priority of Service policies and procedures established by USDOL, OWD, and WSD.

AA. General Requirements

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

1. All services resulting from this RFP are contingent upon availability of funds.

2. The contract(s) shall be for a one (1) year term with the option of two (2), one-year renewals.
3. The award will be made to the lowest, responsive, and responsible Proposer(s) meeting the minimum required qualifications.
4. This RFP is for WIOA services and other related programs and funding streams which may become available to WSD during the contract period for same/similar services.
5. No costs will be paid to cover the expense of preparing a proposal or procuring a contract for services or supplies under WIOA.
6. All data, material, and documentation originated and prepared by the Contractor pursuant to the contract shall belong exclusively to WSD and be subject to disclosure under the Freedom of Information Act.
7. 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 the WSDB & DeKalb County Board of Commissioners.
8. 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 RFP 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.
9. Proposals submitted for funding consideration must be consistent with, and if funded operated according to the federal WIOA legislation, all applicable federal regulations, the Technical College System of Georgia Office of Workforce Development, and WSD policies and procedures.
10. The Contractor selected for funding must also ensure compliance with the following, as applicable: U.S. DOL regulations 20 CFR Part 652; 29 CFR Parts 96, 93, 37,2, and 98; and 48 CFR Part 31; Office of Management and Budget (OMB) Super Circular 2 CFR Part 200 etc., whichever is applicable.
11. The Contractor will be expected to adhere to WSD procedures to collect, verify, and submit data as required and submit monthly invoices to WSD.
12. 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, 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.

13. Contractors must ensure access to individuals with disabilities pursuant to the Americans with Disabilities Act.
14. 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.
15. 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.
16. 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 (3) years, beginning on the last day of the program year. Records pulled for data validation purposes will restart the three (3) year clock.
17. The contract award will not be final until WSD and the Contractor have executed a mutually satisfactory contractual agreement. WSD reserves the right to make an award without further discussion of the bid submitted. No program activity may begin prior to final WSD approval of the award and execution of a contractual agreement between the successful Contractor and WSD.
18. 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.
19. WSD reserves the right to determine both the number and the funding levels of contracts finally awarded. Such determination will depend upon overall fund availability and other factors arising during the proposal evaluation process. DeKalb County reserves the right to reject all proposals over the budgeted amount stated in the RFP.
20. Proposer warrants that the costs for services in response to the RFP are not in excess of those that would be charged any other individual for the same services performed by the Contractor.
21. 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.
22. 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.
 23. 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.
 24. Contractor shall be legally obligated to enter all required data relating to all participants served during the contract period in the Georgia WorkSource Portal. Contractors shall be responsible for keeping participant files up-to-date, especially in time to meet quarterly reporting deadline requirements.
 25. The Contractor will be legally obligated to turn over complete data files in the specified electronic format, as well as hard copy case files, to WSD at the time that the Contractor ceases to operate the WIOA Dislocated Workers program.
 26. The Contractor will ensure that criminal record checks are performed for all employees who have direct contact with program participants.
 27. 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 agents 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.
 28. 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.
 29. All contract staff funded with WIOA funds must agree to the terms of confidentiality and sign a confidentiality agreement to the affect.
 30. The selected Contractor must be in compliance with and/or agree to comply with all of the program assurances and certifications required by WSD and/or State and Federal law as outlined in Certifications, Assurances and Contract Forms, included in this RFP.
 31. 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, the Technical College System of Georgia Office of Workforce Development, WSD, and/or the WSDB.

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

III. Scope of Services

The overall purpose of the Adult & Dislocated Workers Career and Training Service program is to provide viable pipelines to assist with the employment and training opportunities of eligible Adult & Dislocated Workers.

Contractor's proposal should explain in detail the plan to reach the total number of participants by performing the actions listed below:

A. Services and Program Overview

Program Name	Program Description	Goal	Number of Participants each year
Work-Based Learning (Work Experience (WEX)) <i>AND</i> Direct Placement	Provide work-based learning opportunities (i.e., Internships), host career fairs, and/or facilitate hiring events that lead to sustainable unsubsidized wages and permanent employment. Additionally, provide relevant work readiness training and job development workshops.	Program participants are placed in unsubsidized full-time employment opportunities within the High Demand Industry Sectors, receiving a minimum of \$15 per hour, with a minimum of thirty-two (32) hours work week for twelve (12) months of initial program enrollment per contract term.	
Individual Training Account (<i>ITA</i>) Occupational Certification Attainment <i>AND</i> Direct Placement	Provide occupational skills training within the High Demand Industry Sectors using the State of Georgia's Eligible Training Provider List (ETPL). Reference Above Description – Direct Placement	Program participants must complete occupational skills training, receive a national and/or state recognized credential, and (if applicable) pass all required exams associated with the certification within twelve (12) months of the initial program enrollment per contract term. Reference Above Program Goal – Direct Placement.	
Direct Placement	Provide career planning assessments to determine appropriate career pathway. Reference Above Program Description – Direct Placement	Reference Above Program Goal – Career Placement.	
Total Number of Participants			120

B. Determine Eligibility for WIOA for each population:

1. Adults
2. Dislocated Workers

C. Strengthen Metro Atlanta employer connections via the Industry Partnerships for the region to grow work-based learning and non-traditional training opportunities such as:

1. Apprenticeships, pre- apprenticeships
2. On-the-job training/internships for Adult/ Dislocated Workers job seekers.
3. Provide site tours for participants to foster a true sense of direction regarding career interests.

D. Industry Partnership with High Demand Occupations

1. Aerospace
2. Construction
3. Information Technology
4. Healthcare
5. Logistics & Transportation, Distribution

[End of Attachment A.1 for Option 1]

ATTACHMENT A.2

OPTION 2:

YOUTH CAREER AND TRAINING SERVICES

I. Objective

- A. To select a qualified Contractor(s) to provide Career and Training Services for Youths under the WIOA of 2014 in DeKalb County, LWDA 5. A copy of the WIOA regulations may be accessed via the U.S. Department of Labor website <https://www.dol.gov/agencies/eta/WIOA>
- B. Provided services shall advance the overall mission of the WIOA by incorporating the three (3) hallmarks of excellence in the daily operations, 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) shall demonstrate the capacity to recruit and determine eligibility for Youth and refer to WSD to be considered for eligibility under WIOA. They 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 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.

- C. The deliverables at the end of the project should result in eligible WIOA Youth being enrolled in postsecondary education, and/or advanced training, OR securing employment (including military) with self-sufficient wages at a minimum of \$12.00.

II. Program Requirements

A. Minimum Qualifications

The Contractor submitting a proposal must meet the minimum qualifications listed below for their proposal to be considered:

1. All personnel that will be in contact with participants must submit to a background check/fingerprinting.
2. The Contractor shall be registered (and in good standing) to conduct business in the State of Georgia and must not be the subject of any past or current federal suspension or

disbarment proceedings.

3. The Contractor must have one (1) to two (2) years of experience with managing grant funds.

B. The Contractor must submit the following documents along with their proposal 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 proposal 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 proposal.
3. Within the past ten (10) years, Contractor’s agency/organization must have one (1) to two (2) years of experience with employment and training programs (e.g., Welfare to Work) similar in size and scope of the requirements detailed in this RFP Contractor shall provide a minimum of three (3) professional references supporting their years of experience using the Reference and Release Form attached hereto as Attachment F.
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.
5. Contractor shall provide a written statement certifying that all offices used for the performance of services under any contract awarded under this RFP are ADA Compliant. The County reserves the right to perform a site visit as a part of the evaluation process. If Contractor’s offices are not ADA compliant, the Proposal may be rejected as not complying with Minimum qualifications.

C. Youth Eligibility Requirements

1. 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 who meets one or more of the following barriers:
 - a. Basic skills deficient
 - b. An English language learner
 - c. An offender
 - d. 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
 - e. An individual in foster care or has aged out of the foster care system, 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
 - f. An individual who is pregnant or parenting
 - g. An individual with a disability
 - h. An individual who requires additional assistance to complete an educational program or to secure or hold employment (as defined by the local workforce board)

2. Out-of-School Youth (OSY): A youth that is considered “out of school,” must be:
 - a. Not attending any school (as defined under state law as a public, private, or home study program that meets requirements under O.C.G.A. § 20-2-690); However, for purposes of WIOA, USDOL does not consider providers of Adult Education under Title II of WIOA, YouthBuild programs, and Job Corps programs to be schools. Therefore, WIOA youth programs may consider a youth to be out-of-school youth for purposes of WIOA youth program eligibility if he/she is attending Adult Education provided under Title II of WIOA, YouthBuild, or Job Corps. It is the policy of OWD that student attendance at a post-secondary institution qualifies as “attending school” and does not apply to this section.

 - b. Between the ages of 16 and 24 years old at the time of enrollment and one or more of the following:
 - A school dropout;
 - A youth who is within the age of compulsory school attendance but has not attended school for at least the most recent complete quarter or semester. The definition of a quarter or semester is based on how a local school district defines the terms;
 - A recipient of a secondary school diploma or its recognized equivalent who is a low-income individual and is either basic skills deficient (as defined below in section 3.2.6(V)) or an English language learner;
 - An individual who is subject to the juvenile or adult justice system;

- A homeless individual (as defined in § 41403 (6) of the Violence Against Women Act of 1994 (42 U.S.C. 14043 e-2 (6)), a homeless child or youth (as defined in section 725(2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434 a (2)), a runaway, in foster care or has aged out of the foster care system, a child eligible for assistance under section 477 of the Social Security Act (42 U.S.C. 677), or in an out-of-home placement;
- An individual who is pregnant or parenting;
- A youth who is an individual with a disability;
- A low-income individual who requires additional assistance to enter or complete an educational program or to secure or hold employment. The term "requires additional assistance" is defined as experiencing one or more of the following:
 - i. Educational Barriers
 - (a) In School (secondary or postsecondary) with a Grade Point Average of less than 2.0
 - (b) Has quit secondary or postsecondary program without attaining a recognized credential
 - (c) Has repeated at least one secondary grade level
 - (d) One or more years behind modal grade for one's age group, with particular emphasis on those two or more years behind modal grade
 - (e) Below average academic test scores relative to students in his/her class with particular emphasis on those in the bottom 25% of the test score distribution
 - (f) Placed on probation, suspended from school, or expelled from school one or more times during the past two years
 - (g) Documented behavioral problems at school
 - (h) Deemed at risk of dropping out of school by a school official
 - (i) Has received court agency referrals mandating school attendance
 - (j) For each year of secondary education, the individual is at least two semester credits behind the rate required to graduate from high school
 - ii. Employment Barriers
 - (a) Has never held a job
 - (b) Has been fired from a job within the 12 months prior to program application
 - (c) Has never held a full-time job for more than 13 consecutive weeks
 - (d) Has a family history of chronic unemployment, including long-term public assistance
 - (e) Has been unemployed six months out of the last two years
 - (f) Has little or no successful work experience, a long and unsuccessful work search, or little to no exposure to successfully employed adults
 - (g) Is a high school graduate who has not held a full-time regular job

for more than three consecutive months

- iii. Living Arrangements
 - (a) Resides in a non-traditional household setting (i.e., single parent, lives with unofficial guardian, latchkey, grandparents, domestic partners, etc.)
 - (b) Lives with only one or neither of his/her natural parents
 - (c) Lives in public housing
 - (d) Lives in a federally-designated high poverty area. As defined by Special Rule WIOA § 129 (a)(2) – A high-poverty area is a Census tract, a set of contiguous Census tracts, Indian Reservation, tribal land, or Native Alaskan Village, or county that has a poverty rate of at least 25 percent as set every 5 years using American Community Survey 5-Year data.

- iv. Medical/School/Family Barriers
 - (a) Lacks parental support
 - (b) Has emotional, medical, physical, cognitive, or psychological impairment which creates a significant impediment to employment
 - (c) Has been referred to, or being treated by, an agency for substance abuse related problem(s)
 - (d) Has experienced recent traumatic events, is a victim or abuse, or resides in an abusive environment as documented by a school official or professional
 - (e) Faces significant personal challenges, including dysfunctional domestic situation, lack of supportive services, documented behavioral problems, and substance abuse by the youth or family members

- v. Characteristics
 - (a) Children of incarcerated parents
 - (b) Emancipated youth
 - (c) Immigrant or refugee
 - (d) Migrant youth

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

The current income guidelines for program years 2022 and 2023 are (see next page):

Program Years 2022 – 2023			
Six-Month Income Guidelines for WIOA:			
Low Income Level Figures Effective May 01, 2022			
Family Size	Metropolitan Areas	Atlanta MSA	Nonmetropolitan Areas
1	\$6,795	\$6,795	\$6,795
2	9,155	9,155	9,155
3	11,675	11,515	11,515
4	14,413	14,040	13,999
5	17,011	16,570	16,520
6	19,895	19,377	19,319
7	22,780	22,184	22,119
8	25,664	24,991	24,918
For Each over 8 add:	2,885	2,807	2,800

D. Contractor’s Responsibilities

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

1. 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 Super Circular 2 CFR Part 200 etc., or any subsequent regulations; and any Technical College Systems of Georgia, Office of Workforce Development 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.

2. Measuring Performance and Outcomes

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 OWD. Performance goals are tracked through the Quarterly Performance Report.

3. The Contractor must demonstrate achievement of the outcomes on at least an annual basis will be monitored by WSD on a quarterly basis to ensure the Contractor is on track. In the event that performance is not on track, 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.

4. Regarding performance goals and reporting requirements, the Contractor shall:
 - a. Achieve all WIOA performance goals/measures as specified in the contract.
 - b. Conduct follow-up services for all WIOA exited participants and report on results as defined by WIOA regulation and/or WSD policy.
 - c. Utilize the current wage verification agencies along with the National Student Clearinghouse to develop quarterly and annual performance reports to assist WSD in conducting data validation activities consistent with federal requirements.
5. Case Management
 - a. Entities delivering the WIOA services to youth are required to case manage youth upon enrollment into services which is inclusive of follow-up services.
 - b. All eligible youth shall complete an Individual Service Strategy (ISS). The ISS is a comprehensive service plan, based on the results of the objective assessment, that describes the employability, academic, skill training (if applicable), and supportive service needs of the participant, as well as the service strategy developed to meet those needs and achieve the employment/education goal(s). The ISS must reflect the employability, training, and supportive service needs indicated by the objective assessment as well as the expressed interests and desires of the participant. Goals and plans must be reviewed and updated every 90 days. Contractors will be required to use the ISS template provided by WSD.
 - c. During the program period, Youth shall go through an intake and assessment process with an ISS to guide their program involvement through the individual's participation term.
 - d. 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 WSD at the end of the contract unless other arrangements are made during contract termination.
 - e. Contractors must implement a system that monitors the eligible youth's time and attendance. Documentation must be submitted to reflect attainment of the minimum training hours and competencies.
6. Personnel
 - a. All staff funded with WIOA funds shall have a written job description with roles and responsibilities specific to the delivery of WIOA services as specified in this RFP. The Contractor may not assign WIOA-funded staff to any duties or responsibilities beyond the comprehensive delivery of WIOA services without the express written consent of WSD.

- b. The Contractor must have sufficient staff and equipment (including computers and laptops) to ensure direct access to services in its location.
- c. The Contractor shall submit a staffing plan to WSD for approval on an annual basis. The staffing plan shall be sufficient to provide for staff to deliver services on a statewide basis through the WSD office yet cost effective to ensure the maximum use of funds for participant training.
- d. The Contractor must be willing to maintain maximum staff flexibility to allow for the mobilization of appropriate staff to meet new and/or unexpected service delivery demands within the state.
- e. The Contractor shall notify WSD immediately of any vacant WIOA position, when new staff is expected to be hired, and be committed to filling staff vacancies with qualified candidates without delay.
- f. The Contractor shall assign an administrator to serve as the contract manager to work with WSD on all issues related to carrying out the terms and conditions of the contract between WSD and Contractor.
- g. The Contractor shall ensure that WIOA funded staff, at a minimum, have the following skills, knowledge and/or abilities:
 - (1) Customer services skills
 - (2) Computer literacy skills sufficient to perform accurate and timely data entry and other data collection functions
 - (3) Knowledge of labor market information and resource tools
 - (4) Knowledge of skills and work readiness assessment techniques and tools
 - (5) Skilled in techniques for coaching others
 - (6) Ability to succeed in a “team-work” environment
 - (7) Knowledge of history and purpose of workforce development programs
 - (8) Fiscal staff is knowledgeable in OMB guidelines applicable to basic cost allocation plans, budgeting, system payment processes, training payments, etc.
- h. The Contractor shall ensure that all staff hired to work under this contract are trained in the following areas:
 - (1) WIOA process and procedures, specifically WIOA eligibility procedures, employment plans and assessment.
 - (2) Conducting intensive assessments, including the use of specific assessment tools approved for use by USDOL and/or WSD.
 - (3) Planning for successful performance outcomes.
 - (4) Information on re-employment services available through WSD.
 - (5) The use of specific USDOL workforce development/one-stop service Internet tools (e.g., Americas Career Net Tool, Americas Service Locator, MyNextMove, O*NET).
 - (6) The use of Labor Market Information in determining career goals.

- (7) The use of the participant tracking system case management system, reporting requirements and interpretation of reported data.
 - (8) The rules and procedures governing confidentiality and ensure a signed confidentiality form is included in the personnel file of each WIOA-funded staff person.
- i. The Contractor shall ensure that all staff funded through this contract have undergone a criminal background check and do not have any violations or convictions that could adversely affect the WIOA participants served under this program.
 - j. The Contractor shall ensure that all staff read and sign the Statement of Confidentiality form provided by WSD, and that all such forms are filed in the individual personnel files maintained by the Contractor.
 - k. The Contractor shall maintain full-time staff positions assigned to perform local quality assurance functions, including internal compliance monitoring of WIOA services and data validation responsibilities.
 - l. Any sub-contracted staff shall be identified as such by the Contractor and shall meet or exceed the staffing requirements articulated herein.

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. Quarterly 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, OWD and/or WSD as deemed necessary.
 - h. **Record Keeping:** Records must be maintained for a period of three (3) years from the end of the program year in which the Agreement ends. If prior to the expiration of the three (3) year retention period, any litigations or audit is begun or a claim is instituted involving the Agreement covered by the records, the Contractor agrees to maintain the records beyond the three (3) year period until such litigation, audit findings, investigations or claim has been finally resolved.

Should the Contractor cease to do business within the retention period required all records pertinent to the WIOA will be immediately delivered to WSD. The Contractor shall retain sole liability for the contents of the records.

- i. ***Equal Employment Opportunity:*** The Contractor(s) agrees to comply fully with the non-discrimination and equal opportunity provisions of the Workforce Innovation and Opportunity Act, Title VI of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, The Age Discrimination Act of 1975, as amended, and Title IX of the Education Amendments of 1972, as amended. The Contractor also ensures that programmatic and architectural accessibility and auxiliary aids and services are available upon request to customers with disabilities.
- j. WSD reserves the right to adjust reporting requirements, upon mutual agreement with the Contractor, if such adjustments are deemed necessary to meet program objectives.

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.

- 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.
- 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. Report 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 Office of 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 between OWD and WSD. All updates regarding performance measures will be shared by WSD to the Contractor.

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, virtual or a combination of methods. The Contractor 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 (the Georgia WorkSource Portal). Report cards and/or evaluations are based on the accuracy of information entered into this system.

For the purposes of this RFP, the five (5) performance measures that must be met are:

- Employment or Education Rate 2nd Quarter after exit
- Employment or Education Rate 4th Quarter after exit
- Median Earnings 2nd Quarter after exit

- Credential Attainment Rate
- Measurable Skills Gains

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.
8. The County reserves the right to complete a Risk Assessment at any time during the term of the contract. See Pre-Award/Contract Renewal Finance/Program Risk Assessment Tool attached hereto as Attachment L.

G. Contracting Possibilities

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

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, WSDB members and the Contractor.

I. 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 physical and electronic file See Grievance & Complaint Form attached hereto as Attachment M.
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 (2) days from receipt of the complaint.

5. To access the WIOA grievance and complaint policy and form, please follow the link <https://www.dekalbcountyga.gov/sites/default/files/users/user298/Documents/WorkSource%20DeKalb%20EO%20%26%20Grievance%20Complaint%20Policy%20%26%20Form.pdf>

J. 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.

K. 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.

L. 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 (the Georgia WorkSource Portal), as well as maintain hardcopy participant files. All books, records, documents, and papers (including participant files) relating to WIOA service delivery shall be retained by the contractor for a minimum period of three (3) years following submission of the final expenditure report, participant exit or data validation date, or until such time as any litigation, audit findings or other claims have been resolved and so certified by WSD.

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 WSDB 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 attached hereto as Attachment K.
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 affect.
10. Be required to ensure timely data entry of participant enrollment and case management information into the Georgia WorkSource Portal 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.

M. Organizational Acknowledgements

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

1. All services resulting from this RFP 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 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 RFP 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. Proposals submitted for funding consideration must be consistent with and, if funded, operated according to the federal WIOA legislation, all applicable federal regulations, Technical College Systems of Georgia, Office of Workforce Development, 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) Super Circular 2 CFR Part 200 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, 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.
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 (3) 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 proposal evaluation process. DeKalb County reserves the right to reject all proposals over the budgeted amount stated in the RFP.
16. Contractor warrants that the costs for services in response to the RFP 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 Georgia WorkSource Portal. 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 agents 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 RFP.
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, Technical College Systems of Georgia, Office of Workforce Development, WSD, and/or WSDB.

N. WIOA Goals and Requirements

The Contractor shall develop, implement, and maintain WIOA Youth services and/or programs consistent with WIOA regulations, Technical College Systems of Georgia, Office of Workforce Development 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.

O. 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.

III. Scope of Services

Contractor’s proposal should explain in detail the plan to reach the total number of participants by performing the actions listed below:

Target	Description	Goal	Number of Participants each year
Career/Education Placement Direct Placement or Work-Based Learning (Work Experience (WEX))	Provide work- based learning opportunities (i.e., Internships), host career fairs, and/or facilitate hiring events that lead to sustainable unsubsidized wages and permanent employment. Additionally, provide relevant work readiness training and job development workshops.	Program participants are placed in unsubsidized full-time employment (including military) opportunities within the High Demand Industry Sectors, receiving a minimum of \$12 per hour, with a minimum of thirty-two (32) hours work week for twelve (12) months of initial program enrollment for this contract term. Program participants are placed in post-secondary education and/or advanced training/occupational skills training.	
Credentials/General Education Diploma (GED) Attainment -AND-Career Placement	Provide instruction to facilitate academic instruction for various classes needed to successfully obtain a Credential and/or pass the standardized GED test. Reference Above Program Description – Career Placement	Program participant should obtain a secondary school diploma, obtain a postsecondary credential or receive a passing score in all parts of the GED exam within twelve (12) months of the initial program enrollment for this contract term. Reference Option Above Program Goal – Career Placement	
Individual Training Account (ITA) Occupational Certification Attainment AND Direct Placement	Provide occupational skills training within the High Demand Industry Sectors using the State of Georgia’s Eligible Training Provider List (ETPL).	Program participants must complete occupational skills training, receive a national and/or state recognized credential, and (if applicable) pass all required exams associated with the certification within twelve (12) months of the initial program enrollment per contract term. Reference Above Program Goal – Direct Placement.	
Total Number of Participants			60

[End of Attachment A.2 for Option 2]

ATTACHMENT A.3**OPTION 3:****BUSINESS ENGAGEMENT AND SERVICES (BES)****I. Objective**

WorkSource DeKalb (“WSD”) is committed to participating in and advancing regional sector partnerships and strategies. Sector partnerships are regional, employer-driven partnerships of industry, education and training, and other stakeholders that focus on the workforce needs of key industries in a regional labor market. Service providers, along with WSD and other partners, will contribute to developing career pathways within priority sectors and connecting students, job seekers, and businesses to related services and opportunities. WSD has identified five (5) industry sectors to be prioritized for service strategies under 2022-2023 contract period. Criteria for the selection of priority sectors include total sector employment, projected sector employment growth, and availability of entry-level and mid-level jobs. These priority sectors are included and detailed in WSD’s Local Workforce Development Plan, a four-year strategic plan for the Local Workforce Development Area. WSD’s priority industry sectors are:

- Advanced Manufacturing
- Healthcare
- Information and Technology
- Transportation, Distribution, and Logistics
- Construction

The Contractor selected through this RFP will coordinate with WSD staff, the One-Stop Operator Career Center, youth services providers, and affiliated regional partners to serve businesses in the priority industry sectors identified herein and will provide opportunities for job seekers and workers to enter and advance in careers in those priority sectors. Proposals for the RFP are encouraged to describe in detail their proposed strategy for effectively engaging the business community through the use of a collaborative and innovative approach that also aligns with sector initiatives while still complying with applicable WIOA laws, regulations, and policies. Additionally, the successful organization(s) will detail their strategy for leveraging existing resources, developing new resources, and strengthening career pathways in WSD’s priority sectors. As an example, such strategy may include the following:

- Convening employers to identify in-demand skills, competencies, and certifications in targeted sectors;
- Co-hosting sector-focused events;
- Engaging business associations, labor organizations, and others representing priority industries;
- Collaborating with education and training providers to align curriculum and work-based learning with industry need in targeted sectors;
- Using sector data to inform and improve employer engagement strategies; and
- Otherwise coordinating services with regional sector strategies and career pathways.

II. Program Requirements

- A. The Contractor will focus primarily on employer and business engagement. At a minimum, the Contractor will actively attend and participate in local business groups such as the local chamber of commerce, economic development organizations, and industry associations to cultivate job leads as well as inform potential customers about workforce services. Additionally, the Contractor will assist WSD in actively targeting employers in the region's high-growth industries to inform and educate potential business and job seeking customers about the variety of workforce services offered through by WSD and its partners.
- B. The Contractor will maintain active contact with employers and businesses on a daily basis and will inquire about their workforce needs, help them with filling job vacancies, provide them resources to assist them in recruiting workers, provide job matching assistance, screen applicants, refer qualified candidates, and identify training opportunities. At an employer's or business's request, the Contractor may provide pre-interviewing, testing, and/or assessment services to help determine candidates' qualifications for particular job openings.
- C. With respect to workforce planning, the Contractor will work with businesses to determine their current and future training needs, including identifying career pathways. As emerging skill requirements are identified, the Contractor may provide information to the WSD Board for its consideration in identifying and/or creating new training programs.
- D. Additionally, the Contractor will be responsible for on-the-job training customized training, incumbent worker training, and other employer-based training opportunities as defined under WIOA. The Contractor may be tasked with negotiating and establishing the associated training curriculum which may also involve identifying and distinguishing reimbursable costs and the appropriate length of training to be included in the employer-based training agreement. Additionally, the Contractor will ensure the training appropriately prepares the individual to function in the identified occupation.
- E. To ensure success and leverage existing WSD partnerships, the Contractor may also coordinate their activities with the Georgia Department of Labor (GDOL) and other Local Workforce Development Areas in the Metro Atlanta Region to ensure services are not duplicated.

F. Compliance with Applicable Laws and Policies

The Contractor shall provide allowable business services through WSD's One-Stop Service Delivery System. As such, the Contractor shall provide such services in full compliance with all applicable federal, state, and local laws, rules, regulations, and policies governing the provision of such services. At a minimum, the Contractor shall provide:

1. Certain career services to local employers, specifically labor exchange activities and labor market information described in 20 C.F.R. § 678.430(a).
2. Customized business services to employers, employer associations, or other such organizations. These services are tailored for specific employers and may include:
 - a. Customized screening and referral of qualified participants in training services to employers;
 - b. Customized services to employers, employer associations, or other such organizations, on employment-related issues;

- c. Customized recruitment events and related services for employers including targeted job fairs;
 - d. Human resource consultation services, including but not limited to assistance with:
 - (i) Writing/reviewing job descriptions and employee handbooks;
 - (ii) Developing performance evaluation and personnel policies;
 - (iii) Creating orientation sessions for new workers;
 - (iv) Honing job interview techniques for efficiency and compliance;
 - (v) Analyzing employee turnover;
 - (vi) Creating job accommodations and using assistive technologies; or
 - (vii) Explaining labor and employment laws to help employers comply with discrimination, wage/hour, and safety/health regulations;
 - e. Customized labor market information for specific employers, sectors, industries, or clusters; and
 - f. Other similar customized services.
3. Business engagement services which may include, but are not limited to:
- a. Developing and implementing industry sector strategies (including strategies involving industry partnerships, regional skills alliances, industry skill panels, and sectoral skills partnerships);
 - b. Customized assistance or referral for assistance in the development of a registered apprenticeship program;
 - c. Developing and delivering innovative workforce investment services and strategies for area employers, which may include career pathways, skills upgrading, skill standard development and certification for recognized postsecondary credential or other employer use, and other effective initiatives for meeting the workforce investment needs of area employers and workers;
 - d. Assistance to area employers in managing reductions in force in coordination with rapid response activities and with strategies for the aversion of layoffs, which may include strategies such as early identification of firms at risk of layoffs, use of feasibility studies to assess the needs of and options for at-risk firms, and the delivery of employment and training activities to address risk factors;
 - e. The marketing of business services to appropriate area employers, including small and mid-sized employers; and
 - f. Assisting employers with accessing local, State, and Federal tax credits.
4. All business services and strategies must be reflected in the local plan, described in 20 C.F.R. § 679.560(b)(3) .
- G. United States Department of Labor, Employment and Training Administration (ETA) Technical Guidance. Below are a few key guidance documents for the program:

TEGL No. 13-15: https://wdr.doleta.gov/directives/attach/TEGL/TEGL_13-15_Acc.pdf

TEGL No. 4-15: https://wdr.doleta.gov/directives/attach/TEGL/TEGL_04-15_Acc.pdf

TEGL No. 16-16: Change 1 https://wdr.doleta.gov/directives/attach/TEGL/TEGL_16-16_Change_1.pdf

Training and Employment Notice (TEN): https://wdr.doleta.gov/directives/attach/TEN/TEN_01-15_Acc.pdf

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

III. Scope of Services

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

- Ensure that WSD’s strategic initiatives are implemented in the delivery of business services;
- Conduct outreach activities to local, regional, and national Employers to secure employment opportunities and build business relationships;
- Work with the One-Stop partners to provide business services in a streamlined and non-duplicative manner;
- Host and coordinate job fairs and hiring events;
- Manage talent platform for employer job orders and potential career seekers to apply
- Provide job matching recruitment services for businesses;
- Conduct pre-screening of job candidates and refer qualified individuals to job openings;
- Develop work-based training opportunities with local businesses, including Incumbent Worker training and Apprenticeships;
- Provide follow-up services to businesses;
- Refer businesses to partner programs as needed;
- Obtain proper certifications for staff that may use specialized screening tools;
- Notify WSD of any emerging hiring trends, such as new certification requirements;
- Attend Chamber and Business Association meetings in order to establish and maintain working relationships with employers;
- Collect and report WIOA Employer performance information;
- Manage local incumbent worker training program and Apprenticeships, including case management activities;
- Provide labor market information for business and prepare monthly reports to demonstrate activities and results to WSD. They are as follows:

Goals	Measurable Objectives	Activities
Develop Participant-Employer Pipeline	Identify Employers interested in training/employing Participants	<ul style="list-style-type: none"> • Market and connect employers to WSD Career Services and subsidies, in coordination with the One-Stop Operator Services • Actively identify employers with permanent, work experience, and summer job opportunities in priority sectors, and utilize CRM to post job orders • Serve as primary point person re: job orders for WSD, Access Points, and Youth Services • Conduct initial pre-screen of job-ready candidates per job qualifications • Refer appropriate and pre-screened candidates to employers • Maintain employer contact to support job retention • Contribute to development of strong accountability metrics, and track outcomes • Build relationships with regional business services providers in order to link business customers to available resources and services, i.e., business start-up assistance, loans, industry roundtables, human resources assistance, etc.

Maintain Current Job Market Information	Provide updates to WSD on employment and hiring trends with local employers	<ul style="list-style-type: none"> Identify training and educational barriers that hinder local hiring and job creation Facilitate partnerships with educators, training providers and employers to develop and market training opportunities to meet the employment needs of businesses Broker, design, and market Customized Training
Develop and Implement effective Business Services Program	Develop and implement a comprehensive business services strategy with associated policies, supporting data, contact lists, hiring and training benchmarks, and other associated documentation	<ul style="list-style-type: none"> Draft well-designed policies and program support documents to support replicable business service delivery Develop strong accountability metrics and track outcomes Develop strong partnership and document key decision makers and personnel. Refer businesses to a network of services and supports, through required and recommended partnerships. Refer and connect businesses to appropriate incumbent worker training Deliver Rapid Response and Layoff Aversion services to businesses (as described in Rapid Response/Layoff Aversion Services section below)
Identify Employers for Work-Based Learning (WBL) Opportunities that develop long-term employment	Encourage business participation in WBL Facilitate WBL	<ul style="list-style-type: none"> Promote and facilitate sector strategies, career pathways, incumbent workers, and registered apprenticeship programs among businesses Market opportunities for businesses to coordinate with WSD, its contracted service providers, and education partners to provide WBL Identify employers with interest in providing WBL,
Fifteen (15) new businesses engaged monthly	Business development service	<ul style="list-style-type: none"> Outreach and job development of new and existing businesses
Twenty (20) job postings obtained monthly	Business services and engagement	<ul style="list-style-type: none"> Develop and share job leads
Twelve (12) placements of WIOA participants monthly (include employer, position, and wage)	Participant hires obtained	<ul style="list-style-type: none"> Outreach, conduct customized recruiting, screening, and retention services for employer Provide individualized job placement assistance to WSD program participants
Six (6) new WEX Agreements established monthly	Business services and engagement	<ul style="list-style-type: none"> Employer outreach to develop new and existing Work Experience Agreement (WEX)
Two (2) Incumbent Worker Training Agreements established annually	Business services and engagement	<ul style="list-style-type: none"> Employer outreach to develop new Incumbent Worker Training Agreements

Two (2) Apprenticeships established quarterly	Business services and engagement	<ul style="list-style-type: none"> • Employer outreach to develop new Apprenticeship agreements
Six (6) Community Outreach Events per month	Business services and engagement	<ul style="list-style-type: none"> • Provide employers with information regarding WSD resources available, labor market information and technical assistance. • Coordinate, staff, and hold hiring events • Attend Chamber meetings and special events

The Contractor will work in close coordination with WSD staff to achieve the goals and objectives stated above. In Year One, the Contractor and WSD staff will define policies and procedures related to the BES function, referral mechanisms, and integration with Adult and Youth Services. The Contractor and WSD staff will also work to establish on-line systems, including contributions to the development of the region's CRM database and protocols. Specific deliverables related to the scope of services will be defined after the Contractor has been selected. In Year One, the Contractor and WSD staff will work together to continuously adapt a business engagement and services function that is responsive to the changing needs of industry and the regional economy.

Contractor must describe strategies that will be employed to effectively conduct the activities and achieve the goals and measurable objectives described above. Contractors are encouraged to involve employers, jobseekers, and other community members in program design. Also, Contractors are encouraged to refer to effective and evidence-based practices in designing their approach to the service model or models.

B. Rapid Response/Layoff Aversion Services

1. Rapid Response coordinates the resources of the United States Department of Labor (USDOL), the Georgia Department of Labor (GDOL), and the local workforce development areas to get people back to work as quickly as possible. Rapid Response is an early intervention service offered to companies and workers affected by major layoffs, including those resulting from increased competition, natural disasters, and government actions. These services are offered at no cost to the employer or the participating employees. The intent is to assist workers to return to work quickly using job search assistance, education, and training options. Rapid Response Coordinators (RRC) offer options, resources, and information to aid the employer and the employees as they go through this transition. The Georgia Department of Labor's Rapid Response Unit makes immediate contact with an employer to offer and coordinate response services under these circumstances:
 - a. Upon receipt of a notice of layoff or plant closure as required by the Worker Adjustment and Retraining Notice (WARN) act;
 - b. When an employer voluntarily notifies a local One-Stop Career Center or local workforce development area; and/or,

- c. When the Rapid Response Unit becomes aware of such an event through alternate sources.
2. The state of Georgia has 19 local workforce development areas with numerous one-stop centers in each area that provide activities and services that benefit job seekers, laid off workers, new entrants into the workforce and employers. The purpose of these services and activities is to increase employment, job retention, earnings, and occupational skills improvement for participants. As soon as Rapid Response Coordinators (RRC) learn about a closing or layoff, communicating with the local workforce development area is critical to allow coordination in considering which resources may be the most beneficial to the employers as well as employees. The local workforce development area is brought in during the pre-layoff process in order to ensure that employees have the information and access to adjustment and reemployment services prior to being laid off. These pre-layoff meetings work to benefit both the employer and employees as well as the workforce system and the community as a whole. These meetings ensure a smooth transition and reemployment success for employees impacted by a layoff.
3. The Contractor will serve as the lead and primary contact for the Georgia Department of Labor's RRCs when businesses issue WARN notices. The Contractor will coordinate layoff aversion and rapid response services with RRCs and convene partners to provide those services, if requested. Services that may be requested of BES may include:
 - a. Review affected workers' assistance needs.
 - b. Coordinate and conduct Rapid Response workshop presentations to assist with career transition, job search tools and skills, résumé preparation, and interviewing techniques.
 - c. Assess re-employment prospects for workers in the local community.
 - d. Provide information on resources to meet the short and long-term needs of affected workers.
 - e. Establish a process of referring affected employees to the One-Stop Operator, and other WSD resources.
4. The Contractor will deliver comprehensive engagement and layoff aversion strategies and activities for businesses in transition in order to prevent or minimize unemployment. These services include:
 - a. Ongoing engagement, partnership, and relationship-building activities with businesses, in order to create an environment for successful layoff aversion efforts;
 - b. Providing assistance to employers in managing reductions in force, which may include early identification of firms at risk of layoffs, assessment of the needs of and options for at-risk firms, and the delivery of services to address these needs;
 - c. Connecting businesses to resources such as, business assistance programs, market analyses, and economic development activities to address needs and prevent layoffs;
 - d. Connecting businesses and workers to short-term, customized training programs and apprenticeships before or after layoff;
 - e. Developing systems and processes for identifying and gathering information for early warning of potential layoffs or opportunities for layoff aversion;
 - f. Analyzing, and acting upon, data and information on dislocations and other economic activity in the state, region, and local area;

- g. Developing and maintaining partnerships with other Federal, State, and local agencies and officials, business associations, technical councils, industry councils, labor organizations, and other public and private organizations, as applicable.
- h. Tracking outcome and performance data and information related to the activities of the Rapid Response program.

C. Targeted Outreach

The Contractor will conduct outreach and marketing activities with the goal of informing businesses, particularly those in WSD priority industry sectors about services available through WSD's BES and its partners. Outreach and recruitment methods may include phone calls, site visits, formal advertising, electronic media, flyers, brochures, word-of-mouth and other methods of dissemination. The Contractor must ensure that the outreach and recruitment is coordinated with Adult, Dislocated Worker, and Youth Services providers, as well as WSD staff. All outreach and recruitment materials must feature approved WSD branding and must be approved by the Executive Director.

D. Businesses to Be Served

The Contractor will primarily serve Metro Atlanta businesses. The Contractor will target small, medium, and large businesses in WSD's priority industry sectors in accordance with WSD priorities and strategies and in collaboration with the Sector Access Points. The Contractor will support the Comprehensive One-Stop Career Center's engagement of out-of-sector businesses in response to individual job-seeker needs; however, this will be limited to the sharing of marketing materials and alignment of strategies, while the Contractor's direct engagement and services will be focused on WSD's priority industry sectors. However, the BES will respond promptly and provide high-quality service to businesses from all industry sectors who contact it seeking services.

E. Staffing Structure

WSD requests that responders describe in their proposal a proposed staffing structure for the delivery of the solicited services. WSD recommends a structure that aligns with the following distribution of functions and job responsibilities:

- Business Services management staffing: In close coordination with the WSD Workforce Development Manager of the Business Services Unit, participate in strategic and regional work to advance WSD's business services goals. Supervise business engagement staff and oversee overall contract compliance at attainment of performance outcomes.
- Business engagement liaisons: In close coordination with Comprehensive One-Stop Career Center, Sector Access Point, and Youth Services staff, conduct transactional employer engagement, outreach and marketing, identification of job leads, information and referrals, coordination of job fairs and hiring events, brokering of training, and pre-screening of job candidates. Specialize and focus employer engagement in WSD's priority sectors, and coordinate activities with other regional and City counterparts serving these sectors.

- Administrative/finance staffing: Administer and support BES activities.

The Contractor must be highly familiar with and experienced in the local business community, and able to demonstrate a high level of proficiency in interacting with and marketing services to businesses. Staff with prior expertise related to WSD's priority industry sectors are strongly recommended. Responders are encouraged to describe a commitment to staff development and training, both to maintain the high quality of direct business services and to ensure an exceptionally coordinated and integrated workforce system of Adult & Dislocated Worker, Youth, and Business Engagement and Services aligned with priority industry sectors.

F. Performance Measurement and Accountability

WIOA establishes core performance measures for Adult & Dislocated Worker services (including Title II, Title III, and Title IV) and Youth Services; a business-services-related measure is expected to be developed. WIOA performance measures are designed to measure the effectiveness and continuous improvement of the workforce service delivery system, and the contracting agency will be required to collect and report data pertaining to these measures. Performance measures are subject to change at any time, and WSD may set performance benchmarks or implement additional measures in response to regulations or local need. Additionally, WSD develops local performance measures and will set specific targets to evaluate Adult & Dislocated Worker Services providers' effectiveness at serving local populations.

The Contractor will be responsible for providing business client and program data under policies and guidelines established by WIOA, WSD, the State of Georgia, and the federal government, administered by the Technical Colleges Systems of Georgia (TCSG). It will be the contractor's responsibility to ensure on-going staff expertise and cooperation with data management requirements. The contractors will be required to:

- Use a customer relationship management (CRM) database and other data management systems as specified by WSD to track and report on activities;
- Ensure complete, accurate and timely data entry in compliance with WIOA;
- Report performance measurement information, including data on WIOA employer services performance measures for the 2nd and 4th quarters;
- Prepare monthly and quarterly performance reports as required by WIOA and as may be requested by WSD leadership, and the Local Workforce Development board (LWDB)
- Prepare monthly financial and training expenditure reports, along with supporting documentation as required by WSD leadership, and the Local Workforce Development board (LWDB)

WSD staff will monitor, audit, and evaluate program activities throughout the funding period. The BES contractor must allow WSD staff access to all files and records relating directly to WIOA funds, including database records, fiscal documents, and other related records.

[End of Attachment A.3 for Option 3]

ATTACHMENT A.4

OPTION 4:

CAREER READINESS SKILLS TRAINING

I. Objective

WSD seeks experienced, qualified Contractor(s) to provide career readiness skills training to DeKalb County residents that are participants in WIOA services for Local Workforce Development Area (LWDA) 5. The Contractor selected through this RFP will coordinate with WSD staff and Career Center One-Stop Operator to provide training to assist job seekers and workers to enter and advance in careers in the regional priority sectors. Proposals for the RFP are encouraged to describe in detail their proposed strategy for effectively engaging participants using a collaborative and innovative approach that also aligns with WSD initiatives while still complying with applicable WIOA laws, regulations, and policies. Additionally, the successful Contractor(s) will detail their strategy for developing new resources and strengthening the workforce of DeKalb County.

As an example, such strategy may include the following:

- Convening guest employers to identify in-demand skills and competencies
- Performing career readiness assessments (to include Personality, Interests)
- Linking transferrable skills and evaluating core values
- Engaging business associations, labor organizations, and others representing priority industries;
- Collaborating with education and training providers to align curriculum to ensure it is up to date with high demand industry needs;

It is preferred that the selected Contractor have documented experience providing (WIOA) funded services. Such experience and associated references shall be provided to WSD as a part of any RFP response.

II. Program Requirements

The Contractor will focus on all aspects of career readiness training. Career readiness skills are those that are the foundational skills upon which occupational or technical skills rest. As such, career readiness skills are not job specific but cut across job levels and industry types. Career readiness skills include both thinking skills and personal qualities that are essential to successful job performance and are teachable; basic skills necessary to obtain, sustain, and perform well on a job.

The following components must be incorporated into the curriculum:

- Critical Thinking and Problem Solving
- Initiative and Self-Motivation
- Workplace Integrity and Professionalism
- Work Ethic
- Communication – including the importance of listening
- Teamwork

- Workplace Responsibility
- Decision Making
- Personal Grooming
- Punctuality
- Appropriate On-The-Job Social Skills
- Time Management

The curriculum will establish the discipline of the workplace in all aspects. Attention to punctuality and dress, not just through lectures but also through discussions to establish the standards expected in the workplace so that participants absorb and are able to adapt to the norms of the workplace. It will also ensure that the participant is able to see the workplace from the employer's/manager's purview to help them understand the needs and constraints of their future employers and to understand the different perspective.

The Contractor will facilitate two (2) full-day sessions per week (excluding the week of Thanksgiving and Christmas) for WIOA program participants as part of the suitability process for enrollees. Each week, a new cohort of participants will be provided with the career readiness curriculum. The Contractor will service small to medium sized cohorts weekly in accordance with WSD priorities and strategies and in collaboration with the Career Center One-Stop Operator. The Contractor will assist WSD in educating these job seeking customers about the variety of opportunities available to them in today's job market. The Contractor shall also maintain a working knowledge of the workforce services offered through by WSD and its partners.

III. Qualification Requirements

The Contractor must meet the minimum qualifications listed below in order to have their proposal considered.

Within the past 10 years, Contractor's agency/organization must have one (1) to two (2) years of experience with employment and training programs (e.g., Welfare to Work) similar in size and scope of the requirements detailed in this RFP. Contractor shall provide a minimum of three (3) professional references supporting their years of experience using the Reference and Release Form attached hereto as Attachment F.

The Contractor must have one (1) to two (2) years of experience in conducting Career Readiness Skills Training. The Contractor shall provide a summary not exceeding one (1) page detailing its experience.

The Contractor shall provide 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 the 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 Proposal 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.

IV. Scope of Services

To fully comply, the Contractor's curriculum should be designed to focus on the development of Career Readiness Skills to prepare participant for success in the workplace. The successful entity shall perform all of the following services for WSD:

1. Critical Thinking & Problem Solving

Exercise sound reasoning to analyze issues and make decisions to overcome problems

2. Written and Oral Communications

Articulate thoughts and ideas clearly and effectively in written and oral will help develop communication skills

3. Leadership

Leverage the strength of others to achieve common goals using interpersonal skills to coach and develop others

4. Digital Technology

Leverage existing digital technologies efficiently to solve problems, complete task and accomplish goals

5. Teamwork & Collaboration

Build collaborative relationships with colleagues and customers representing diverse culture and viewpoints within a team structure

6. Professionalism & Work Ethic

Demonstrate effective work habits working productively with others and understanding the impact of non-verbal communication

7. Global & intercultural Fluency

Foster an environment of openness, inclusiveness, sensitivity, and the ability to interact respectfully with all people and understand individuals' differences

8. Career Awareness and Professional Self Awareness

Provide skill strengths knowledge and experiences and identify areas for career growth

9. Financial Literacy

Provide participants with the necessary skills to make informed career and financial decisions

Objectives	Coinciding Themes
Basic Skills Development	<ul style="list-style-type: none"> • Allow critical thinking in generating questions, evaluating information, and making connections • Written and oral communication are crucial to career readiness articulating thoughts and listening • Standard expectations in the workplace • Networking develops skill sets and gives access to resources to foster career development
Professional Soft Skills	<ul style="list-style-type: none"> • Employability skills include thinking & personal qualities that are essential to successful job performance • Demonstrate personal and professional accountability, effective work habits and time workload management demonstrate a professional work image • Proper business etiquette creates a professional, mutually respectful atmosphere and improves communication • Proper attire, handshake and company research will lead to successful interviewing techniques
21 st Century Skills	<ul style="list-style-type: none"> • Develop a strong work ethic, its best to gain these skills in a work setting • Using assessments to research career paths according to test results • Creativity in generating ideas & approaches to design innovation and express different perspectives • Interviewing skills, LinkedIn & Long-Term management session can be used as an effective job search tool
Digital Literacy Skills	<ul style="list-style-type: none"> • Digital financial literacy is likely to become increasingly important skill for the digital age and beyond • Building a personal brand/branding statement to market yourself provides opportunities for self-exploration • Practice active listening using voice telephone calls, data, text, images, or video • To succeed in today's digital economy digital competencies like computer literacy, typing skills, data skills are vital in the workplace
Self-Awareness and Personal Development	<ul style="list-style-type: none"> • Using different assessments to assess interests, personality, and transferrable skills that you already possess • How to cope with job loss – what techniques are available • Utilizing available resources for job search and resume writing assistance • Job vs. Career

[End of Attachment A.4 for Option 4]

ATTACHMENT B

COST PROPOSAL FORM

(1 of 2 pages)

**RECRUITMENT OF CANDIDATES FOR THE DEKALB COUNTY POLICE
DEPARTMENT**

Responder: Please complete the attached pages of the Cost Proposal Form, and return them with this cover page. The cost proposal must be submitted in a separate, sealed envelope with the Responder's name and "Request for Proposals No. 22-500614 Workforce Innovation Opportunity Act (WIOA) Career Training Services (Annual Contract with 2 Options to Renew)" clearly identified on the outside of the envelope.

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

Please provide the following information:

Name of Firm: _____

Address: _____

Contact Person Submitting Proposal: _____

Title of Contact Person: _____

Telephone Number: _____

Fax Number: _____

E-mail Address: _____

Signature of Contact Person

Title of Contact Person

COST PROPOSAL FORM
(2 of 2 pages)

Responder: Please complete the attached pages of the Cost Proposal Form, and return them with this cover page. The cost proposal must be submitted in a separate, sealed envelope with the Responder's name and "Request for Proposals No. 22-500614 Workforce Innovation Opportunity Act (WIOA) Career Training Services (Annual Contract with 2 Options to Renew)" clearly identified on the outside of the envelope.

ITEM NO.	ITEM DESCRIPTION	UNIT	Unit Price (Year 1)	Unit Price (Year 2)	Unit Price (1 Year Renewal Option)
Option 1: Adult & Dislocated Workers Career and Training Services					
1.	Workshop Session (1-hour)	Each	\$ _____	\$ _____	\$ _____
2.	Workshop Session (2-hour)	Each	\$ _____	\$ _____	\$ _____
3.	Individual Coaching Session	Hour	\$ _____	\$ _____	\$ _____
4.	Administrative Fee per Session	Youth	\$ _____	\$ _____	\$ _____
Option 2: Youth Career and Training Services					
5.	Workshop Session (1-hour)	Each	\$ _____	\$ _____	\$ _____
6.	Workshop Session (2-hour)	Each	\$ _____	\$ _____	\$ _____
7.	Administrative Fee per Session	Youth	\$ _____	\$ _____	\$ _____
Option 3: Business Engagement and Services					
8.	Workshop Session (1-hour)	Each	\$ _____	\$ _____	\$ _____
9.	Workshop Session (2-hour)	Each	\$ _____	\$ _____	\$ _____
10.	Individual Coaching Session	Hour	\$ _____	\$ _____	\$ _____
11.	Administrative Fee per Session	Youth	\$ _____	\$ _____	\$ _____
Option 4: Career Readiness Training					
12.	Workshop Session (1-hour)	Each	\$ _____	\$ _____	\$ _____
13.	Workshop Session (2-hour)	Each	\$ _____	\$ _____	\$ _____
14.	Individual Coaching Session	Hour	\$ _____	\$ _____	\$ _____
15.	Administrative Fee per Session	Youth	\$ _____	\$ _____	\$ _____
Notes to Proposer:					
<ol style="list-style-type: none"> 1. Proposer shall provide a proposal for the Option(s) that Proposer chooses. 2. The County shall award the option that is in the best of interest of the County. 3. <u>Proposals shall include all costs, direct and indirect, and all things necessary to provide services.</u> 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. 					

ATTACHMENT C

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

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Project

DeKalb County, Georgia

Name of Public Employer

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

Executed on _____, 2022 in _____ (city), _____ (state).

By: _____
Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

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

Notary Public
My Commission Expires: _____

ATTACHMENT D**Subcontractor Affidavit Under O.C.G.A. § 13-10-91**

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

DeKalb County, Georgia

Name of Public Employer

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

Executed on _____, 2022 in _____ (city), _____ (state).

By: _____
Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

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

Notary Public
My Commission Expires: _____

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

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Sub-subcontractor

Name of Project

DeKalb County Georgia Government

Name of Public Employer

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

Executed on _____, 2022 in _____ (city), _____ (state).

By: _____
Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

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

NOTARY PUBLIC

My Commission Expires: _____

ATTACHMENT F**CONTRACTOR REFERENCE AND RELEASE FORM**

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

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

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

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

REFERENCE CHECK RELEASE STATEMENT

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

Signed _____ Title _____
(Authorized Signature of Proposer)

Company Name _____ Date _____

ATTACHMENT G**SUBCONTRACTOR REFERENCE AND RELEASE FORM**

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

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

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

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

REFERENCE CHECK RELEASE STATEMENT

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

Signed _____ Title _____
(Authorized Signature of Proposer)

Company Name _____ Date _____

ATTACHMENT H



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

EXHIBIT 1

FIRST SOURCE JOBS ORDINANCE ACKNOWLEDGEMENT

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

CONTRACTOR OR BENEFICIARY INFORMATION:

Contractor or Beneficiary Name (Signature)

Contractor or Beneficiary Name (Printed)

Title

Telephone

Email

Name of Business

Please answer the following questions:

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

Please return this form to WorkSource DeKalb, (404)687-3400 or email to fkadkins@dekalbcountyga.gov

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



FIRST SOURCE JOBS ORDINANCE INFORMATION

EXHIBIT 2

NEW EMPLOYEE TRACKING FORM

Name of Proposer _____

Address _____

E-Mail _____

Phone Number _____

Fax Number _____

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

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

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

Please return this form to WorkSource DeKalb, via email to Karl Adkins fkadkins@dekalbcountyga.gov.

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



FIRST SOURCE JOBS ORDINANCE INFORMATION
EXHIBIT 3

BUSINESS SERVICE REQUEST FORM

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

DATE: _____ FEDERAL TAX ID: _____

COMPANY NAME: _____ WEBSITE: _____

ADDRESS: _____

(WORKSITE ADDRESS IF DIFFERENT):

CONTACT NAME: _____ TITLE: _____

CONTACT E-MAIL ADDRESS: _____ CONTACT PHONE: _____

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

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

POSITION TITLE: _____

NUMBER OF POSITIONS AVAILABLE: _____ TARGET START DATE: _____

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

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

PERM TEMP TEMP-TO-PERM SEASONAL

PUBLIC TRANSPORTATION ACCESSIBILITY: YES NO

SCREENINGS ARE REQUIRED: YES NO SELECT ALL THAT APPLY:

CREDIT CHECK DRUG MVR BACKGROUND OTHER _____

HOW TO APPLY:

Please return form to: fkadkins@dekalbcountyga.gov

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

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

FIRST SOURCE JOBS ORDINANCE INFORMATION



EXHIBIT 4

**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

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

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

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

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

ARTICLE I. CONTRACT TIME & TERM

The Contractor shall commence the Work under this Contract within ten (10) days from the Notice to Proceed ("Commencement Date"). The Initial Term of this Agreement shall be for twelve (12) calendar months, beginning on the Commencement Date. This annual contract comes with two (2) options to renew. Prior to the expiration of the Initial Term, the parties have the option to renew this agreement for a First annual Renewal Term of twelve (12) calendar months. Prior to the expiration of the First annual Renewal Term, the parties have the option to renew this Agreement for a Second annual Renewal Term of twelve (12) calendar months. Without further action by either party, this Agreement will terminate at the end of the Initial Term or at the end of each annual Renewal Term. Each option to renew must be exercised prior to the beginning of each annual Renewal Term and, is only effective upon adoption and approval by the DeKalb County Governing Authority and the Contractor in accordance with the terms of this Contract.

ARTICLE II. PAYMENT

As full payment for the faithful performance of this Contract, the County shall pay the Contractor, the Contract Price, which is an amount not to exceed _____ (\$ _____), unless changed by written Change Order in accordance with the terms of this Contract. The term "Change Order" includes the term "amendment" and shall mean a written order authorizing a change in the Work, and an adjustment in Contract Price to Contractor or the Contract Term, as adopted and approved by the Contractor and the DeKalb County Governing Authority, or the Chief Executive Officer, if exempted from Governing Authority adoption and approval in accordance with the express terms of this Contract. The Chief Executive Officer or his/her designee shall have the authority to approve and execute a Change Order lowering the Contract Price or increasing the Contract Price up to twenty percent (20%) of the original Contract Price, provided that the total amount of the increase authorized by such Change Order is less than \$100,000.00. If the original Contract or Purchase Order Price does not exceed \$100,000.00, but the Change Order will make the total Contract Price exceed \$100,000.00, then the Change Order will require approval by official action of the Governing Authority. Any other increase of the Contract Price shall be by Change Order adopted and approved by the DeKalb County Governing Authority and the Contractor in accordance with the terms of this Contract. Amounts paid to the Contractor shall comply with and not exceed Attachment B, the Contractor's Cost Proposal, consisting of 2 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:

- (c) Original invoice(s) must be submitted to:
DeKalb County, Georgia
Attention: "USER DEPARTMENT"
-
-

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

ARTICLE III. SCOPE OF WORK

The Contractor agrees to provide all WIOA Career Training Services in accordance with, Attachment A, Areas of Focus Specifications attached hereto and incorporated herein by reference, the County's Request for Proposals (RFP) No. 22-500614 Workforce Innovation Opportunity Act (WIOA) Career Training Services, attached hereto as Appendix I and incorporated herein by reference, and the Contractor's response thereto, attached hereto as Appendix II and incorporated herein by reference.

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

ARTICLE IV. GENERAL CONDITIONS

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

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

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

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

successors and subcontractors. The County also has the right to communicate with Contractor's employees related to the audited records.

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

E. Successors and Assigns The Contractor agrees it shall not sublet, assign, transfer, pledge, convey, sell, or otherwise dispose of the whole or any part of this Contract or his/her 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/her 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.

I. 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;

- 1) Commercial General Liability Insurance covering all operations with combined single limit of \$1,000,000;
- 2) Comprehensive Automobile Liability Insurance with form coverage for all owned, non-owned and hired vehicles with combined single limit of \$1,000,000.
- 3) 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

II. 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.
- III. Fidelity Bond coverage shall be provided. Coverage limits shall not be less than the amount scheduled in the contract.
- IV. 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
- V. 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.
- VI. The Contractor agrees to carry statutory Workers' Compensation Insurance and to have all subcontractors likewise carry statutory Workers' Compensation Insurance.
- VII. 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.
- VIII. 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.
- IX. 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.
- X. 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 C. 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 D. 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 E.

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/her 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/her employees, and shall not employ any unfit person or persons or anyone unskilled in the work assigned him/her. 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. 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 WorkSource DeKalb by telephone at 404-687-3400 or in person at 774 Jordan Lane, Building 4, Decatur, GA 30033.

Q. Business License Contractor shall submit a copy of its current, valid business license with this Contract. If the Contractor is a Georgia corporation, Contractor shall submit a valid county or city

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

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

S. Attachments and Appendices This Contract includes the following Attachments and Appendices all of which are incorporated herein by reference: Attachment A, Areas of Focus Specifications; Attachment B, Contractor's Cost Proposal; Attachment C, Contractor's Affidavit; Attachment D, Subcontractor's Affidavit (if applicable); Attachment E, Sub-subcontractor Affidavit (if applicable); Attachment F, Certificate of Corporate Authority, Articles of Organization, or Joint Venture Certificate; Attachment G, Required Documents; Appendix I, County's RFP; and Appendix II, Contractor's Response.

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

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

If to the County:

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

and

Executive Assistant
1300 Commerce Drive
Decatur, Georgia 30030

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

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

If to the Contractor:

_____,

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

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

[SIGNATURES FOLLOW ON NEXT PAGE]

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

DEKALB COUNTY, GEORGIA

By: _____ (SEAL)
Signature

Name (Typed or Printed)

Title

Federal Tax I.D. Number

Date

ATTEST:

Signature

Name (Typed or Printed)

Title

_____ **by Dir.** (SEAL)

MICHAEL L. THURMOND
Chief Executive Officer
DeKalb County, Georgia

Date

ATTEST:

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

APPROVED AS TO SUBSTANCE:

Department Director

APPROVED AS TO FORM:

County Attorney Signature

County Attorney Name (Typed or Printed)

ATTACHMENT A
(Sample County Contract)

SCOPE OF WORK

ATTACHMENT B
(Sample County Contract)

CONTRACTOR'S COST PROPOSAL

ATTACHMENT C
(Sample County Contract)
Contractor Affidavit under O.C.G.A. §13-10-91

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Project
DeKalb County Georgia Government
Name of Public Employer

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

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

By: _____
Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

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

NOTARY PUBLIC
My Commission Expires:

ATTACHMENT D
(Sample County Contract)
Subcontractor Affidavit under O.C.G.A. § 13-10-91

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

DeKalb County Georgia Government
Name of Public Employer

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

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

By: _____
Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

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

NOTARY PUBLIC
My Commission Expires:

ATTACHMENT E

(Sample County Contract)

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

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Sub-subcontractor

Name of Project

DeKalb County Georgia Government

Name of Public Employer

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

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

By: _____

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

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

NOTARY PUBLIC

My Commission Expires: _____

ATTACHMENT F
(Sample County Contract)
CERTIFICATE OF CORPORATE AUTHORITY

I, _____, certify the following:

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

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

_____;

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

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

This the _____ day of _____, 20____.

(CORPORATE
SEAL)

(Secretary)

ATTACHMENT F
(Sample County Contract)
ARTICLES OF ORGANIZATION

(To be provided by the Consultant)

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

I, _____, ⁽¹⁾ certify that

1. I am the _____ ⁽²⁾ of _____, ⁽³⁾ (hereinafter “Venturer”);
2. Venturer is a partner and participant in the joint venture named as Contractor in that certain Contract 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 G
(Sample County Contract)
REQUIRED DOCUMENTS

(Sample County Contract)
APPENDIX I

(Sample County Contract)

APPENDIX II

**ATTACHMENT J
EXCEPTIONS TO THE CONTRACT (IF ANY)**

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/proposal 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 Contractor may be notified by DeKalb County. The Contractor is responsible for adhering to any new Assurances regardless of receipt of notification from DeKalb County.

ATTACHMENT L

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 WSD’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 style="text-align: center;">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 style="text-align: center;">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 style="text-align: center;">Low (13 – 26)</p>	<p>Monitoring Plan: WorkSource DeKalb (WSD) staff will continue to monitor progress/performance/financial reports for accuracy, timeliness, and no significant program changes.</p> <p>An award evaluation or site visit may be conducted that will be separate from the required annual monitoring.</p>
AWARDEE DATA (if not applicable, indicate N/A on header line)	
Awardee’s Agency/Organization (R)	
<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 WSD Program Manager/Coordinator(s).</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 WSD 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 WSD Program Manager/Coordinator(s).</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 WSD Program Manager/Coordinator(s).
Awardee's agency/organization hinders the policy and/or requirements of the program
Comments:
Agency /Organization Experience Managing <u>Any Type of Grant funds</u>
Over ten (10) years of experience
Five (5) to ten (10) years of experience
Two (2) to five (5) years of experience
Less than two (2) years of experience
No experience
Comments:
Agency/Organization Experience Administering <u>this Program</u>
Awardee's 3 rd or 4 th program year AND original program director/manager
Awardee's 2 nd or 3 rd program year; NOT original program director/manager
Awardee's 1 st or 2 nd project year AND original program director/manager
Awardee's 1 st or 2 nd program year; NOT original program director/manager
High turnover of program director and/or key staff (more than 2 key staff turnovers within 18 months)
Comments:
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
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:
Communication
Awardee's director/manager and/or key staff always respond to WSD's requests in a timely manner
Awardee's director/manager and/or key staff usually respond to WSD's requests in a timely manner
Awardee's director/manager and/or key staff rarely respond to WSD's requests in a timely manner
Comments:

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
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:
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:
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:
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:
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:
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 M

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

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: Robert D. Davis III, MBA, Deputy Director/EO Officer, WorkSource DeKalb, 774 Jordan Lane, Building #4, Decatur, GA 30033, Phone: 404.687.3437, Email: rddavis1@dekalbcountyga.gov. Use the attached complaint form or download from www.worksourcedekalb.org, or
- **STATE:** State EO Officer: Britney Singer, TCSG OWD Compliance Director Address: 1800 Century Place N.E., Suite 150, Atlanta GA 30345-4304 Phone: 404-679-1371, Email: wioacompliance@tcsgeu
- **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-enforcement-complaints.htm>.
- If you file your complaint with the recipient, you must wait either until the recipient issues a written notice of Final Action, or until 90 days have passed (whichever is sooner), before filing with the Civil Rights Center.
- If the recipient does not give you a written Notice of Final Action within 90 days of the day on which you filed your complaint, you may file a complaint with CRC before receiving that Notice. However, you must

file your CRC complaint within 30 days of the 90 day deadline (in other words, within 120 days after the day on which you filed your complaint with the recipient).

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

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

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

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

Complaint Processing Procedure

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

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

(5) business days of making such determination. The notification shall include the basis of the determination as well as a statement of the complainant's right to file with the Civil Rights Center (CRC) within thirty (30) days of the determination.

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

Complaint Processing Time Frame

A complaint will be processed and Notice of Final Action issued within ninety (90) days of receipt of the complaint pursuant to 29 CFR 38.72. Complainant may elect to file his or her equal opportunity complaint with the TCSG OWD's address and information is as follows: Attention: TCSG OWD Compliance Director, 1800 Century Place N.E., Suite 150, Atlanta, GA 30345-4304, 404-679-1371, WIOAcompliance@tcsgeu.edu; use form at: <https://tcsgeu/worksource/resources-for-practitioners/eo-and-grievance-procedure-information/>

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 TCSG OWD 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 TCSG OWD. 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 N4123, 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 TCSG OWD 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 State EO Officer: Britney Singer, TCSG OWD Compliance Director Address: 1800 Century Place N.E., Suite 150, Atlanta GA 30345-4304 Phone: 404-679-1371, Email: wioacompliance@tcsgeu.edu 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

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 State EO Officer: Britney Singer, TCSG OWD Compliance Director Address: 1800 Century Place N.E., Suite 150, Atlanta GA 30345-4304 Phone: 404-679-1371, Email: wioacompliance@tcsgeu within sixty (60) days of the date of the decision. If such an appeal is made, the TCSG-OWD 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 State EO Officer: Britney Singer, TCSG OWD Compliance Director Address: 1800 Century Place N.E., Suite 150, Atlanta GA 30345-4304 Phone: 404-679-1371 Email: wioacompliance@tcsgeu

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 State EO Officer: Britney Singer, TCSG OWD Compliance Director Address: 1800 Century Place N.E., Suite 150, Atlanta GA 30345-4304 Phone: 404-679-1371, Email: wioacompliance@tcsg.edu

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 EthicsPoint 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 202-1160.

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

Signature

Date

September 30, 2019



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:

Robert D. Davis III, MBA, Deputy Director/EO Officer
 Deputy Director/Equal Opportunity Officer
 Email: rddavis1@dekalbcountyga.gov
 Phone: (404) 687-3400/3437 Fax: (404)687-4099

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, and
 Zip _____ Email _____
 Are you a WSD Employee? Yes No (circle one)

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. _____

September 30, 2019

c. Please list the location and date. _____

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

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

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 State EO Officer: Britney Singer, TCSG OWD Compliance Director Address: 1800 Century Place N.E., Suite 150, Atlanta GA 30345-4304 Phone: 404-679-1371, Email: wioacompliance@tcsgeu. Upon receiving a notice of final action from TCSG OWD, should the complainant still not satisfied, may file a complaint with the Director of the United States Department of Labor's Civil Rights Center within thirty (30) days of receiving the Written Notice of Final Action. (38.79 and 38.80). To clarify, the complainant must file with the Director within one hundred eighty (180) days of the date on which the complaint was filed with the recipient (38.76).

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

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

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

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

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

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

Attorney Name _____ Address _____ Phone _____

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

Case or Docket Number _____ Date of Trial or Hearing _____

Location of agency or court _____ Name of Investigator _____ Status of Case _____
Comments _____

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

Complainant Signature _____ Date _____

Complainant Printed Name _____

ATTACHMENT N

PROPOSAL COVER SHEET

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

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

Company Name		Federal Tax ID#	
Complete Primary Address	County	City	Zip Code
Mailing Address (if different)	City	State	Zip Code
Contact Person Name and Title	Telephone Number (include area code)		
Email Address	Fax Number (include area code)		
Company Website Address	Type of Organization (check one) <input type="checkbox"/> Corporation <input type="checkbox"/> Joint Venture <input type="checkbox"/> Proprietorship <input type="checkbox"/> Government		
<p>Proposals for RFP No. 22-500614 Workforce Innovation Opportunity Act (WIOA) Career Training Services (Annual Contract with 2 Options to Renew) described herein will be received in the Purchasing & Contracting Department, Room 2nd Floor, The Maloof Center, 1300 Commerce Drive, Decatur, Georgia 30030 on June 30, 2022 until <u>3:00 p.m. (EST)</u>. Proposals shall be marked in accordance with the RFP, Section II.B.</p> <p>CAUTION: The Decatur Postmaster will not deliver certified or Special Delivery Mail to specific addresses within DeKalb County Government. When sending proposals or time sensitive documents, you may want to consider a courier that will deliver to specific addresses.</p>			
<p>Proposal Cover Sheet should be signed by a representative of Proposer with the authority to bind Proposer to all terms, conditions, services, and financial responsibilities in the submitted Proposal.</p>			
Authorized Representative Signature(s)		Title(s)	
Type or Print Name(s)		Date	