

Department of Purchasing & Contracting 1300 Commerce Drive, 2<sup>nd</sup> Floor Decatur, Georgia 30030 Fax: (404) 371-7006

**Date: April 1, 2019** 

# Request for Quotation No. 19-3003678

DeKalb County, Georgia is requesting a quotation for the following:

# **Workplace Leadership and Development**

# I. Proposed Term:

April 20, 2019 through July 24, 2019

# **II.** Attachments:

- A. Scope of Work
- B. Contract Compliance with State and Federal Laws, Rules, Regulations and Standards (Assurances)
- C. Notice of Equal Opportunity and Nondiscrimination
- D. Assurances and Certifications
- E. Quote Form
- F. Reference Form and Reference Check Release Statement
- G. Bidder Affidavit
- H. Insurance Requirements

# **III.** Payment Terms:

Net 30

# IV. Scope of Work:

See Attachment A

# V. Federal Work Authorization Program:

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All qualifying contractors 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. In order for a Quotation to be considered, it is mandatory that the Bidders Affidavit, Attachment D, be completed with bidder's proposal.

# VI. Due Date:

All questions are due to Sophia Thomas via email at <u>sdthomas@dekalbcountyga.gov</u> on or before 12:00 p.m. EST on Monday, April 8, 2019.

Quotes are due on or before 5:00 p.m. EST on Friday, April 12, 2019. Bidder must complete and return the quote form, reference form, bidder affidavit and provide a copy of Bidder's valid business license to DeKalb County by email to the attention of Sophia Thomas or email to <a href="mailto:sdthomas@dekalbcountyga.gov">sdthomas@dekalbcountyga.gov</a>.

All quotes are to be provided on Attachment E, Quote Form.

Thank you for your interest in doing business with DeKalb County.

Sincerely,

Sophia Thomas
Procurement Technician
Department of Purchasing and Contracting

Attachments A, B, C, D, E, F, G and H



#### Language Assistance/Babel Notice

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

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

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

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

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

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

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

**3400/**www.worksourcedekalb.org pou jwenn asistans pou tradui ak pou konprann enfòmasyon ki nan dokiman sa a.

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

#### الهامه:Arabic

الهامه! يحتوي هذا المستند علي معلومات هامه حول حقوقك ومسؤولياتك و/أو فوائدك. من الضروري ان تفهم المعلومات التي تتضمنها هذه الوثيقة, وسوف نقدم المعلومات في لختك المفضلة دون اي تكلفه لك. استدعاء العمل المصدر Dekalb في 3400-687 هذه الوثيقة, وسوف نقدم المعلومات التي تتضمنها هذه الوثيقة.

يحتوي هذا المستندى لت معلومات هامة حول المبادئ التوجيهية للتدريب ويوا المبي ذلك الأهلية وإجراءات التطبيق، والفوائد وحقوقك نم WorkSource DeKalb at (404) 687 - 83 (404) WorkSource DeKalb at الوثيقة المعلومات الواردة في المساعدة تحاتم لخدمات ويوافي انقر فوق "اختيار اللغة ل الحيوية في الترجمة والمساعدة تحاتم لخدمات ويوافي أذ فوق "اختيار اللغة ل الحيوية في المساعدة تحاتم لخدمات ويوافي في الفري العنوان وقول المساعدة الوظيفي في مقاطعة الخاص له المساعدة علاس، فابيت، غوينيت، وهنري وركد الموارد ووركسورسي أتلانتا الإقليمية الوظيفي في مقاطعة الخاص له الشيروكي، كلايتون، دو غلاس، فابيت، غوينيت، وهنري وروكديل العنوان ورقم المهاتف

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

#### Korean

중요! 본 문서는 귀하의 권리, 책임 및/또는 이익에 관한 중요한 정보를 포함하고 있습니다. 귀하가 본 문서에 있는 정보를 이해하는 것은 대단히 중요하며, 귀하가 원하는 언어로 정보를 제공받으실 수 있습니다.WorkSourceDeKalb at (404) 687-3400

/www.worksourcedekalb.org 로 전화하여 본 문서에 있는 정보의 번역 및 이해를 위해 도움받으시길 바랍니다.

774 Jordan Lane, Building #4 Decatur, Georgia 30033 | 404-687-3400 | www.worksourcedekalb.org WorkSource DeKalb is an EEO/M/F/D/V employer/program. Auxiliary aids/services are available upon request to individuals with disabilities. Persons with hearing impairments may call 1-800-255-0135 or 711 (TTY) for assistance. WorkSource DeKalb is 100% funded by the U.S. Department of Labor and is a proud partner of the American Job Center Network. Revised 2.8.19

#### ATTACHMENT A

# **SCOPE OF WORK**

The Workplace Leadership and Development workshop will teach participants to gain a better understanding of personal strengths and opportunities for growth with a professional work environment. The Workplace Leadership and Development workshop will provide learning activities which include, but are not limited to, professional and personal self-assessments, building and enhancing work ethic strategies and job effectiveness, project management and team work; and demonstrate impactful leadership qualities to further career growth.

The main goal of the workshop is to provide strategies to implement various approaches to help participants gain the knowledge, skills, and confidence to become effective leaders in the workplace. The purpose is to increase the knowledge base of each participant so that the instructed skills can be transferred into real life applications. Therefore, all training workshops are to be led by a competent and knowledgeable instructor that will mix the use of technology, lecture, exercises and instruction to provide the necessary tools for increased course material retention.

The successful responder's module will use vendor-provided printed materials to develop booklets and training materials to be distributed to each training attendee, a PowerPoint or similar presentation to be used by the instructor(s), as well as implement the use of technology in the learning module. Each training session will run for up to three (3) consecutive hours. The curriculum will be delivered mainly through technology driven lecture and class exercises. The mode of the proposed program will be highly participatory, interactive, allowing for extensive sharing of hands-on experience and best practices between participants in a form of:

- ✓ The use of technology
- ✓ Handouts and other training materials
- ✓ Interactive participation in learning activities and discussions
- ✓ Presentations

At the end of each session, the successful responder will provide a report summarizing the overall participant activity. (# of attendees, # of workshops held, pre & post learning assessments, participant satisfaction surveys, etc.)

The successful responder will also implement the following activities within each workshop:

- 1. Provide workshop materials appropriate for the target audience served. The target audience demographic includes participants:
  - a. Ages 14-24
  - b. Educational levels ranging from middle school to college
- 2. Ensure that each participant is knowledgeable on the training curriculum.

- 3. Possess proper equipment, such as a laptop, projector, etc., for PowerPoint presentations during each workshop.
- 4. Utilize personal printing resources to create training materials.
- 5. Prepare a workshop agenda.
- 6. Coordinate with appropriate WorkSource DeKalb personnel to devise a training schedule.
- 7. Provide an advance copy of training materials to appropriate WorkSource DeKalb personnel.
- 8. Facilitate workshops between Saturday, April 20, 2019 and Wednesday, July 24, 2019 with the anticipation of the bulk of training sessions being scheduled for Saturdays between 9:00 a.m. and 4:00 p.m.
- 9. Provide at least two (2) trainers per workshop.
- 10. Submit all invoices for payment on weekly basis, beginning Friday, April 26 2019, pending training sessions have been completed.
- 11. Must not exceed a budget of \$24,000, with the understanding that the cost per participant will not exceed \$120.00 per participant.

The training sessions will be facilitated at WorkSource DeKalb located at 774 Jordan Lane, Building 4, Decatur, Georgia 30033 or an alternative site based on class size. The anticipated number of participants is 200. WorkSource DeKalb is sole responsibility for participants to confirm the training dates and times for the duration of the contract. Funding for this project is contingent on funds availability. WorkSource DeKalb reserves the right to reduce or limit the number of workshops conducted based on the availability of funds which may be reduced by legislation, Sequestration, "government shutdown" or other circumstances beyond the control of the department.

By submission of his quote, the Successful Bidder agrees to comply with all requirements enumerated in Attachments B, C and D.

# **ATTACHMENT B**

# CONTRACT COMPLIANCE WITH STATE AND FEDERAL LAWS, RULES, REGULATIONS AND STANDARDS (ASSURANCES)

Provider assures the WorkSource DeKalb (WSD) that he/she will comply with the Workforce Innovation and Opportunity Act of 2014 (WIOA) Public Law 113-138; Trade Adjustment Assistant (TAA), and any subsequent legislation; 2 C.F.R. 200 etc.; and any Technical College System of Georgia, Office of Workforce Development and/or WSD requirements.

Provider agrees that all work done as part of this contract will comply fully with all administrative and other requirements established by applicable federal and state laws, rules and regulations, and assumes responsibility for full compliance with all such laws, rules, and regulations, and agrees to fully reimburse the Department for any loss of funds or resources resulting from non-compliance by the Provider, its staff, agents, or subcontractor as revealed in any subsequent audits. The Provider understands that the following items specifically apply to this contract, but do not exclude any other applicable federal or state laws or requirements.

The word Provider is synonymous with the word Vendor as described in 2 C.F.R. 200.

Advance Federal Agency Approval of Cost: It is agreed that it shall be the responsibility of the Provider to request in writing, from WSD, approval of expenditures which require advance federal agency approval. It shall be the responsibility of the WSD to acquire written federal agency approval of these requests for advance approval received from the Provider and to notify the Provider in writing of the approval. Expenditures requiring advance federal agency approval may not be made by the Provider prior to receipt of WSD written notification that federal agency approval has been granted. WSD contract budget approval does not constitute previous federal agency and/or WSD approval of costs requiring advance federal/state agency approval.

The federal cost principles for determining allowable costs for this contract are 2 C.F.R. 200 for contracts with nonprofit organizations; for contracts with State or Local governments; and for contracts with educational institutions.

- A. Super Circular, Audits of States, Local Governments, and Non-Profit Organizations. Commercial organizations expending more than \$300,000 in federal funds must have either an organization-wide audit conducted in accordance with Super Circular or a program-specific financial and compliance audit.
- B. The Federal Acquisition Regulation at 2 C.F.R. 200 for commercial organizations and non-profit organizations listed in Super Circular.
- C. The Workforce Innovation and Opportunity Act (WIOA) of 2014 (Public Law 113-138) and 2 C.F.R. 200, Workforce Innovation and Opportunity Act (WIOA) of 2014 Final Rule and any subsequent regulations.
- D. Fair Labor Standards Act of 1935, as amended.
- E. 2 C.F.R. 200, Enforcement of Nondiscrimination on the Basis of Disability in Programs or Activities conducted by the Department of Labor; Title IX of the Education Amendments of 1972, as amended which prohibits discrimination on the basis of sex in educational programs. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities; the Age Discrimination Act of 1975, as amended which prohibits discrimination on the basis of age. Implementation of the Nondiscrimination and Equal

Opportunity Provisions of the Workforce Innovation and Opportunity Act (WIOA) of 2014 (Public Law 113-138) and with the non-discrimination and equal opportunity provisions of WIOA section 188 and its implementing regulations found at 2 C.F.R. 200. Accordance with Title VI of the Civil Rights Act of 1964, and provisions of WIOA Section 188 and compliance with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations (2 C.F.R. 200).

- F. 2 C.F.R. 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, codified from Super Circular.
- G. 2 C.F.R. 200, Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations, and with Commercial Organizations, Foreign Governments, Organizations Under the Jurisdiction of Foreign Governments, and International Organizations, codified from Super Circular.
- H. The Copeland "Anti-Kickback" Act (18 USC Sec. 874 and 40 USC Sec. 276c), as supplemented by DOL in 2 C.F.R. 200, regarding all contracts and subcontracts in excess of \$2000 for construction or repair.
- I. The Davis-Bacon Act (40 USC Sec. 276a to Sec. a-7), as supplemented by DOL in 2 C.F.R. 200, concerning wages to laborers and mechanics in construction contracts and subcontracts in excess of \$2,000 when required by Federal legislation.
- J. The Contract Work Hours and Safety Standards Act (40 USC Sec. 327-333), as supplemented by DOL in 2 C.F.R. 200, construction contracts and subcontracts in excess of \$2000 and \$2500 for other contracts where applicable.
- K. 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 (2 C.F.R. 200). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000)
- L. 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.
- M. The Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871), as referenced at 2 C.F.R. 200, regarding mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan.
- N. The Resource Conservation and Recovery Act (Pub. L. 94-580 codified at 42 USC Sec. 6962), as referenced at 2 C.F.R. 200, regarding giving preference in procurement programs funded with federal funds to the purchase of recycled products pursuant to EPA guidelines.
- O. The Contractor agrees to comply with the conflict of interest and code of conduct requirements governing Workforce Innovation and Opportunity Act (WIOA) of 2014 (Public Law 113-138) transactions set forth at 2 C.F.R. 200.
- P. 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.
- Q. Public Law 104-191, August 21, 1996: Health Insurance Portability and Accountability Act of 1996.

- R. Walsh-Healy Act, 41 U.S.C. 35 et seq.
- S. Service Contract Act of 1965, 41 U.S.C.351-58. as amended by P.L. 92-473 and P.L. 94-489.
- T. The Jobs for Veterans Act of 2002, Public Law 107-288.
- U. Public Law 109-234, Salary and Bonus Limitations.
- V. 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.
- W. 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).
- X. The Byrd Anti-Lobbying Amendment and restrictions on lobbying as codified in 2 C.F.R. 200.
- Y. 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).
- Z. The requirements related to nepotism found at 2 C.F.R. 200.
- AA. 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. [2 C.F.R. 200]
- BB. 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. (2 C.F.R. 200)
- CC. Government-wide debarment and suspension (2 C.F.R. 200) and government-wide drug-free workplace requirements.
- DD. 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.
- EE. Termination for cause and for convenience by the awarding agency, including the process for exercising the clause and any basis for settlement (applies to contracts in excess of \$10,000).

Provider agrees to comply with awarding agency requirements and regulations pertaining to reporting [2 C.F.R. 200]. In the event that the Provider performs any experimental, developmental, or research work under the contract, Provider agrees to comply with 2 C.F.R. 200 pertaining to discoveries and invention patent rights and pertaining to copyrights and rights in data.

Provider assures that he/she will comply fully with the nondiscrimination and equal opportunity provision of the Workforce Innovation and Opportunity Act (WIOA) of 2014 (Public Law 113-138); 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 2 C.F.R. 200. The United States has the right to seek judicial enforcement of this assurance.

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

# ATTACHMENT C

#### NOTICE OF EQUAL OPPORTUNITY AND NONDISCRIMINATION

The U.S. Equal Employment Opportunity Commission enforces Federal laws prohibiting employment discrimination. These laws protect employees and job applicants against employment discrimination when it involves:

- Unfair treatment because of race, color, religion, sex (including pregnancy), national origin, age (40 or older), disability or genetic information.
- Harassment by managers, co-workers, or others in the workplace, because of race, color, religion, sex (including pregnancy), national origin, age (40 or older), disability or genetic information.
- Denial of a reasonable workplace accommodation that the employee needs because of religious beliefs or disability.
- Retaliation because the employee complained about job discrimination or assisted with a job discrimination investigation or lawsuit.

#### DISABILITY

Title I and Title V of the Americans with Disabilities Act of 1990, as amended, protect qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship.

#### **GENETICS**

Title II of the Genetic Information Nondiscrimination Act of 2008 protects applicants and employees from discrimination based on genetic information in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. GINA also restricts employers' acquisition of genetic information and strictly limits disclosure of genetic information. Genetic information includes information about genetic tests of applicants, employees, or their family members; the manifestation of diseases or disorders in family members (family medical history); and requests for or receipt of genetic services by applicants, employees, or their family members.

#### The EEOC contact information is revised as follows:

The U.S. Equal Employment Opportunity Commission (EEOC), 1-800-669-4000 (toll-free) or 1-800-669-6820 (toll-free TTY number for individuals with hearing impairments). EEOC field office information is available at www.eeoc.gov or in most telephone directories in the U.S. Government or Federal Government section. Additional information about EEOC, including information about charge filing, is available at www.eeoc.gov.

#### INDIVIDUALS WITH DISABILITIES

Section 503 of the Rehabilitation Act of 1973, as amended, protects qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship. Section 503 also requires that Federal contractors take affirmative action to employ and advance in employment qualified individuals with disabilities at all levels of employment, including the executive level.

#### ATTACHMENT D

#### ASSURANCES AND CERTIFICATIONS

- **I.** The Contractor assures WorkSource DeKalb (WSD) that he/she will comply with the Workforce Innovation and Opportunity Act (WIOA) of 2014 (Public Law 113-138) or any subsequent regulation; 2 C.F.R. 200 or any subsequent regulation; and associated Super Circular or the Uniform Administrative Guidance, 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, 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 (2 C.F.R. 200)
  - (ii) Drug-Free Workplace Requirements Certification (2 C.F.R. 200)
  - (iii) Nondiscrimination And Equal Opportunity Assurance (2 C.F.R. 200)
  - (iv) Certification Regarding Debarment, Suspension, and Other Responsibility Matters
  - (v) Primary Covered Transactions (2 C.F.R. 200)
  - (vi) Standard Assurances For Non-Construction Programs

All recipients of WIOA Title IB funds including local workforce areas, eligible training providers, on-thejob 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 OWD 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 2 C.F.R. 200 of the Workforce Innovation and Opportunity Act (WIOA) of 2014 (Public Law 113-138 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 proposal 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 (WIOA) of 2014 (Public Law 113-138), 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 2 C.F.R. 200.
- **6.** Will comply with Federal regulation 2 C.F.R. 200, et al., regarding the retention of records;
- 7. Will certify if requested, in accordance with 2 C.F.R. 200, 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 2 C.F.R. 200, 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.

# ATTACHMENT E

# **QUOTE FORM**

Quoter Information:				
Company Name:				
Company Address:				
Quoter Name and Title:	Phone Numb	oer:		
Quoter Email Address:				
PRICE SCHEDULE				
Item Description		Price		
Total Bid		\$		
Average Cost per Participant		\$		
Total Number of Participants Served				
Bidder read and acknowledges Attachments B, C and D (Circle One)		Y/N		
Notes to  1. Bids shall be evaluated based on the Average 2. The County shall award the bidder that provid 3. Bids shall include all costs, direct and indirect provide services.	Cost per Participant. les the best advantageous to	•		
Quote Statement:				
I, the undersigned, certify that this quote is made without corporation, firm, or person submitting a quote for the sar respect fair and without collusion or fraud. I agree to abid authorized to sign this quote for the Quoter.	ne materials, supplies, equipm	nent, or services, and is in all		
Authorized Signature	Date			
Name of Authorized Signer (Typed or Printed)				
Name of Quoter (Typed or Printed)				

# **ATTACHMENT F**

# REFERENCE CHECK AND RELEASE

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

Company Name	Contract Pe	Contract Period		
Contact Person Name and Title	Telephone 1	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code	
Email Address	Fax Number	Fax Number (include area code)		
Project Name	1			
Company Name	Contract Pe	Contract Period		
Contact Person Name and Title	Telephone I	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code	
Email Address	Fax Number	Fax Number (include area code)		
Project Name	1			
Company Name	Contract Pe	riod		
Contact Person Name and Title	Telephone I	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code	
Email Address	Fax Number	Fax Number (include area code)		
Project Name				
REFERENCE CHECK RELEASE STATEMENT				
You are authorized to contact the reference	s provided above for pu	rposes of this	RFQ.	

	You are authorized to contact the references provided above for purposes of this RFQ.		
Signed	Title		
Company	Name Date		

# ATTACHMENT G

#### **CONTRACTOR AFFIDAVIT**

By executing this affidavit, the undersigned verifies its compliance with O.C.G.A. § 13-10-91, as amended, stating affirmatively that the Quoter submitting a quote, contractor, firm or corporation which is contracting with DEKALB COUNTY, GA, a political subdivision of the State of Georgia, has registered with and is participating in a federal work authorization program\* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, in accordance with the applicability provisions and deadlines established in O.C.G.A. § 131091, as amended]. The affiant agrees to continue to use the federal work authorization program throughout the contract period.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with the COUNTY, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 1310-91, as amended, on the Subcontractor Affidavit form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the COUNTY, within five (5) days from when the subcontractor(s) is retained to perform such service.

BY: Authorized Officer or Agent	Federal Work Authorization Enrollment Date
Title of Authorized Officer or Agent of Quoter	Identification Number
Printed Name of Authorized Officer or Agent	
Company Name & Address (do not include a post office box)	
SUBSCRIBED AND SWORN BEFORE ME ON THIS THE	
DAY OF	_
Notary Public	
My Commission Expires:	

### ATTACHMENT H

#### INSURANCE REQUIREMENTS

#### **IMPORTANT NOTICE**

#### IMPORTANT — PLEASE READ CAREFULLY & FOLLOW INSTRUCTIONS LISTED HEREIN

- 1. If the County sends to you notice of award on this quote, take this form to your insurance agent as this form contains requirements that may be non-standard in the insurance industry.
- 2. Instruct your insurance agent that the County's requirements are listed in Section III, and that you *must* comply with these requirements before you may proceed with the work.
- 3. Before the starting of any work, the successful contractor must furnish to DeKalb County certificates of insurance from companies doing business in Georgia and acceptable to the County as follows:
- 1. Certificates must cover:
  - Statutory Workers Compensation
    - (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.
  - Business Auto Liability Insurance with a minimum \$500,000 Combined Single Limit/Each Occurrence (Including operation of non-owned, owned, and hired automobiles).
  - Commercial General Liability Insurance
    - (1) Each Occurrence \$1,000,000
    - (2) Fire Damage \$250,000
    - (3) Medical Expense \$10,000
    - (4) Personal & Advertising Injury \$1,000,000
    - (5) General Aggregate \$2,000,000
    - (6) Products & Completed Operations \$1,500,000
    - (7) Contractual Liability where applicable
- 2. DeKalb County, GA shall be named as Additional Insured under any General Liability, Business Auto and Umbrella Policies. Coverage shall apply as Primary and non-contributory with Waiver of Subrogation in favor of DeKalb County, Georgia. 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 (productscompleted operations), or form(s) providing equivalent coverage.

- 3. This insurance for the County as the additional insured shall be as broad as the coverage provided for the named-insured Contractor. It shall apply as primary insurance before any other insurance or self-insurance, including any deductible, non-contributory, and waiver of subrogation provided to the County as the additional insured.
- 4. Contractor agrees to waive all rights of subrogation and other rights of recovery against the County and its elected officials, officers, employees or agents, and shall cause each Subcontractor to waive all rights of subrogation for all coverages.
- 5. 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.
- 6. Contractor understands and agrees that the purchase of insurance in no way limits the liability of the Contractor.
- 7. The insurance carrier must have a minimum A.M. Best rating of not less than "A" (Excellent) with a Financial Size Category of VII or better.
- 8. Certificates to contain policy number, policy limits and policy expiration date of all policies issued in accordance with this contract.
- 9. Certificates to contain the location and operations to which the insurance applies.
- 10. Certificates to contain successful contractor's protective coverage for any subcontractor's operations. If this coverage is included in General Liability, please indicate on the Certificate of Insurance.
- 11. Certificates to contain successful contractor's contractual insurance coverage. If this coverage is included in the General Liability, please indicate this on the Certificate of Insurance.
- 12. The successful contractor shall be wholly responsible for securing certificates of insurance coverage as set forth above from all subcontractors who are engaged in this work.
- 13. Certificates shall be issued and delivered to the County and must identify the "Certificate Holder" as follows:

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