



Department of Purchasing & Contracting  
1300 Commerce Drive, 2<sup>nd</sup> Floor  
Decatur, Georgia 30030  
Fax: (404) 371-6243

**Date: April 9, 2019**

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## **Request for Quotation No. 19-3003680**

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

### **Workplace Behavior And Ethics Training Services**

**I. Proposed Term:**

April 22, 2019 through July 24, 2019

**II. Attachments:**

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

**III. Payment Terms:**

Net 30

**IV. Scope of Work:**

See Attachment A

**V. Federal Work Authorization Program:**

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 Tawana Hardnett via email at [thardnett@dekalbcountyga.gov](mailto:thardnett@dekalbcountyga.gov) on or before 2:00 p.m. EST on Thursday, April 11, 2019.**

**Quotes are due on or before 3:00 p.m. EST on Wednesday, April 17, 2019.** Bidder must complete and return the **quote form, reference form, provider affidavit(s) and provide a copy of Bidder's valid business license** to DeKalb County by email to the attention of Tawana Hardnett or email to [thardnett@dekalbcountyga.gov](mailto:thardnett@dekalbcountyga.gov).

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

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

Sincerely,

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Tawana T. Hardnett  
Procurement Technician  
Department of Purchasing and Contracting

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

## Language Assistance/Babel Notice

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

**Spanish: ¡IMPORTANTE!** Este documento contiene información importante sobre sus derechos, responsabilidades y/o beneficios. Es importante que usted entienda la información en este documento. Nosotros le podemos ofrecer la información en el idioma de su preferencia sin costo alguno para usted. **Llame al WorkSource DeKalb at (404) 687-3400/[www.worksourcedekalb.org](http://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](http://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 quý vị. Việc hiểu rõ thông tin trong tài liệu này là rất quan trọng, và chúng tôi sẽ cung cấp miễn phí cho quý vị thông tin này bằng ngôn ngữ mà quý vị ưa dùng. Hãy gọi **WorkSource DeKalb at (404) 687-3400/[www.worksourcedekalb.org](http://www.worksourcedekalb.org)** để được hỗ trợ về việc thông dịch và hiểu rõ trong tài liệu này.

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

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

**Haitian Creole: ENPÒTAN!** Dokiman sa a gen enfòmasyon enpòtan ladan konsènan dwa, responsablite ak/oswa avantaj ou yo. Li ap vrèman enpòtan pou ou konprann enfòmasyon yo ki nan dokiman sa a, epi n ap ba ou enfòmasyon sa yo nan lang ou prefere a gratis. **Rele**

**WorkSource DeKalb**

**at (404) 687-3400/[www.worksourcedekalb.org](http://www.worksourcedekalb.org)** pou jwenn asistans pou tradui ak pou konprann enfòmasyon ki nan dokiman sa a.

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

**Arabic: الهامه**

**الهامه!** يحتوي هذا المستند على معلومات هامة حول حقوقك ومسؤولياتك و/أو فوائذك. من الضروري ان تفهم المعلومات التي تتضمنها هذه الوثيقة, وسوف نقدم المعلومات في لغتك المفضلة دون اي تكلفه لك. **استدعاء العمل المصدر DeKalb في (404) 3400-687/[www.worksourcedekalb.org](http://www.worksourcedekalb.org)** للمساعدة في ترجمه وفهم المعلومات التي تتضمنها هذه الوثيقة.

يحتوي هذا المستند على معلومات هامة حول المبادئ التوجيهية للتدريب ويوا بما في ذلك الأهلية وإجراءات التطبيق، والفوائد وحقوقك. من المهم أن تفهم المعلومات الواردة في هذه هام يتوفر هاتف المساعدة ترجمة الوثيقة. **WorkSource DeKalb at (404) 687-3400/[www.worksourcedekalb.org](http://www.worksourcedekalb.org)**. هذه الوثيقة الترجمة والمساعدة متاحة لخدمات ويوا في انقر فوق "اختيار اللغة ل الحيوية في مركز الموارد ووركسورسي. ،أتلانتا الإقليمية الوظيفي في مقاطعة الخاص بك :شيكوي، كلايتون، دوغلاس، فاييت، غوينيت، وهنري وروكديل العنوان ورقم الهاتف

**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](http://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](http://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

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## **Attachment A**

### **Scope of Work**

The Workplace Behavior and Ethics Workshop will address the ideal personal characteristics of a successful employee, such as: honesty, good communication, time-management, goal setting, problem solving, and teamwork. Additionally, to demonstrate professionalism, the workshop will discuss workplace appearance, dress code for success practices, and example of positive interaction with customers, coworkers, and management (i.e. workplace ethics). Workshops will discuss workplace situations and evaluate the effectiveness problem solving techniques. Expected learning outcomes include, but are not limited to:

- Understanding the importance of a first impression
- Learning about appropriate dress in a professional setting
- Creating a healthy work/life balance
- Understanding effective communication and appropriate interaction
- Effective problem-solving techniques
- Understanding when to consult and compromise

As it relates specifically to effective personal management in the workplace, participants will learn about the importance of time management. Expected learning outcomes include, but are not limited to:

- Effective time management at work
- Identify time management tools
- Creating a time management plan
- Setting Specific Measurable Achievable Relevant Time-bound goals

The main goal of the workshop is to provide strategies that prepare participants with soft skills and work readiness techniques successfully in a professional environment. The purpose is to increase the knowledge base of each participant so that 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 developed 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

**General Requirements should include but are not limited to:**

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

**User Department:** Please **provide/confirm** activities within each workshop.

1. Provide workshop materials appropriate for the target audience served. The target audience demographic includes participants:
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. Workshop schedule will be facilitated with awardee.
9. Submit all invoices for payment no later than 5 days upon completion of the training.
10. Must not exceed a budget of \$25,000.00.

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 fund 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 Attachment E, WIOA Federal Contract Assurances.

**ATTACHMENT B**

**Provider Affidavit under O.C.G.A. §13-10-91**

**By executing this affidavit, the undersigned Provider verifies its compliance with O.C.G.A. §13-10-91, as amended, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services 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 Provider will continue to use the federal work authorization program throughout the Contract Term and the undersigned Provider will contract for the physical performance of services in satisfaction of such contract only with Subcontractors who present an affidavit to the Provider with the information required by O.C.G.A. §13-10-91. Provider 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 Provider

\_\_\_\_\_  
Name of Project

\_\_\_\_\_  
Name of Public Employer

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

Executed on \_\_\_\_\_, 20\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

By: \_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

Subscribed and Sworn before me on this the  
\_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires:  
\_\_\_\_\_

# ATTACHMENT C

## SubProvider Affidavit under O.C.G.A. § 13-10-91

By executing this affidavit, the undersigned SubProvider 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 SubProvider will continue to use the federal work authorization program throughout the contract period and the undersigned subProvider will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the SubProvider with the information required by O.C.G.A. § 13-10-91. Additionally, the undersigned SubProvider will forward notice of the receipt of an affidavit from a sub-subProvider to the Provider within five business days of receipt. If the undersigned SubProvider receives notice that a sub-subProvider has received an affidavit from any other contracted sub-subcontractor, the undersigned SubProvider must forward, within five business days of receipt, a copy of the notice to the Contractor. SubProvider 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 SubProvider

\_\_\_\_\_  
Name of Project

\_\_\_\_\_  
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

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

By executing this affidavit, the undersigned sub-subProvider 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 subProvider or sub-subProvider) with whom such sub-subProvider 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-subProvider will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subProvider will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subProvider with the information required by O.C.G.A. § 13-10-91(b). The undersigned sub-subProvider shall submit, at the time of such contract, this affidavit to \_\_\_\_\_ (name of SubProvider or sub-subProvider with whom such sub-subProvider has privity of contract). Additionally, the undersigned sub-subProvider will forward notice of the receipt of any affidavit from a sub-subProvider to \_\_\_\_\_ (name of SubProvider or sub-subProvider with whom such sub-subProvider has privity of contract). Sub-subProvider 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-subProvider

\_\_\_\_\_  
Name of Project

\_\_\_\_\_  
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**

### **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 F

### QUOTE FORM

<b>Quoter Information:</b>	
<b>Company Name:</b>	
<b>Company Address:</b>	
<b>Quoter Name and Title:</b>	<b>Phone Number:</b>
<b>Quoter Email Address:</b>	

<b>PRICE SCHEDULE</b>	
<b>Item Description</b>	<b>Price</b>
Total Bid	\$ _____
Average Cost per Participant	\$ _____
Total Number of Participants Served	_____
Bidder read and acknowledges the WIOA Federal Contract Assurances - Attachment B (Circle One)	<b>Y / N</b>
<b>Notes to Bidder:</b>	
1. Bids shall be evaluated based on the Average Cost per Participant.	
2. The County shall award the bidder that provides the best advantageous to the County.	
3. Bids shall include all costs, direct and indirect, administrative costs, and all things necessary to provide services.	

<b>Quote Statement:</b>
I, the undersigned, certify that this quote is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a quote for the same materials, supplies, equipment, or services, and is in all respect fair and without collusion or fraud. I agree to abide by all conditions of this quote and certify that I am authorized to sign this quote for the Quoter.

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Authorized Signature

Date

---

Name of Authorized Signer (Typed or Printed)

---

Name of Quoter (Typed or Printed)

## Attachment G

### REFERENCE CHECK AND RELEASE FORM

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 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 RFQ.

Signed \_\_\_\_\_ Title \_\_\_\_\_

Company Name \_\_\_\_\_ Date \_\_\_\_\_

# ATTACHMENT H

## 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](http://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](http://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 I

## ASSURANCES AND CERTIFICATIONS

**I.** The Contractor assures 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-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 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 J

### INSURANCE REQUIREMENTS

#### **IMPORTANT NOTICE**

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

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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 (products - completed

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

14. 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.
15. 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.
16. Contractor understands and agrees that the purchase of insurance in no way limits the liability of the Contractor.
17. 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.
18. Certificates to contain policy number, policy limits and policy expiration date of all policies issued in accordance with this contract.
19. Certificates to contain the location and operations to which the insurance applies.
20. 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.
21. 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.
22. 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.
23. 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