

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

Date: December 21, 2020

Request for Quotation No. 20-3003744

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

Youth Virtual Entrepreneurship Training

I. Proposed Term:

Monday, February 8, 2021 through Friday, April 23, 2021

II. Attachments:

- A. Scope of Work and Evaluation Criteria
- 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. Subcontractor Reference Form and Reference Check Release Statement
- H. Contractor Affidavit
- I. Subcontractor Affidavit
- 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 Contractor Affidavit, Attachment G, be completed with bidder's quote.

VI. Due Date:

All questions are due to Sharice Feagins-Bailey via email at sfbailey@dekalbcountyga.gov on or before 3:00 p.m. EST on Tuesday, December 29, 2020.

Quotes are due on or before 5:00 p.m. EST on Tuesday, January 5, 2020. Bidder must complete and return the required documents: quote form, reference form, contractor affidavit and provide a copy of bidder's valid business license. **Failure to provide all required documents will result in bidder being deemed non-responsive.** Bidder must submit documents to the attention of Sharice Feagins-Bailey via email at sfbailey@dekalbcountyga.gov.

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

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

Sincerely,

Sharice Feagins-Bailey
Procurement Technician
Department of Purchasing and Contracting

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



Language Assistance/Babel Notice

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

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للمساعدة في ترجمه وفهم المعلومات التي تتضمنها هذه الوثيقة ([www.worksourcedekalb.org/\(404\)687-3400](http://www.worksourcedekalb.org/(404)687-3400))

يحتوي هذا المستند على معلومات هامة حول المبادئ التوجيهية للتدريب ويوا ايم في ذلك الأهلية وإجراءات التطبيق، والفوائد وحقوقك. من المهم أن تفهم المعلومات الواردة في هذه هام يتوفر هاتف المساعدة ترجمة هذه الوثيقة WorkSource DeKalb at (404) 687-

3400/www.worksourcedekalb.org. الترجمة والمساعدة متاحة لخدمات ويوا في انقر فوق "اختيار اللغة ل الحيوية في 3400 مركز الموارد ووركسورسي أتلانتا الإقليمية الوظيفي في مقاطعة الخاص بك: شيروكي، كلايتون، دوغلاس، فاييت، غوينيت، وهنري، وروكديل النعوان ورقم الهاتف

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Korean

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ATTACHMENT A

Scope of Work

Youth Virtual Entrepreneurship Training

A. Objective

WorkSource DeKalb's (WSD) Youth Program is accepting written proposals for the facilitation of Youth Entrepreneurship Virtual Training Workshops to take place virtually over a 3-month time frame.

B. Background

There is an increase of youth selling water throughout DeKalb County and there is a simultaneous consensus that the increase is stemming from an underlying issue of most youth trying to provide for their families. According to the Child Well-Being Index, DeKalb County youth average 52% on the scale of set of measures that the community can use collectively to assess how well children, the families that support them and the community that surrounds them are doing. Furthermore, of that 52%, an estimation of 108,694 DeKalb County youth are living in low or very low child well-being areas. The overall objective is to ensure that youth do not sell water on or near the interstates to ensure their safety and wellbeing. This opportunity will also promote effective communication and education, in lieu of punitive measures for youth who are caught violating laws by selling water. A collaborative effort across three (3) departments will be implemented to provide youth with the proper training to focus on the already displayed entrepreneurial skills.

WSD seeks to select a vendor that must have an accessible network of instructors/trainers/professors that can cover the curriculum topics, schedules, and coordination of virtual workshops while adhering to policies and provisions set forth by WSD, and the Workforce Innovation and Opportunity Act (WIOA). (For additional information about the WIOA Youth Program please see Youth Training and Employment Guidance Letter 21-16. This document can be found at https://wdr.doleta.gov/directives/attach/TEGL/TEGL_21-16.pdf.) The workshops must provide an opportunity to partner with a community service agency to provide counseling and support for mental and physical assistance throughout the duration of the training. The selected vendor must provide Entrepreneurial Skills Training to the Youth of DeKalb County, per WIOA regulation *20 CFR 681.560*, which states "the entrepreneurial program element provides basics of starting and operating a small business." Such training must develop the skills associated with entrepreneurship. Such skill may include, but are not limited to the ability to:

1. Take initiative;
2. Creatively seek out and identify business opportunities;
3. Develop budgets and forecast resource needs;
4. Understand various options for acquiring capital and the trade-offs associated with each option; and

5. Communicate effectively and market oneself and one's ideas.

Approaches to teaching youth entrepreneurial skills include, but are not limited to the following:

1. Entrepreneurship education that provides an introduction to the values and basics of starting and running a business. Entrepreneurship education programs often guide youth through the development of a business plan and also may include simulations of business start-up and operation.
2. Enterprise development which provides supports and services that incubate and help youth develop their own businesses. Enterprise development programs go beyond entrepreneurship education by helping youth access small loans or grants that are needed to begin business operation and by providing more individualized attention to the development of viable business ideas.
3. Experiential programs that provide youth with experience in the day-to-day operation of a business. These programs may involve the development of a youth-run business that young people participating in the program work in and manage, or they may facilitate placement in apprentice or internship positions with adult entrepreneurs in the community.

C. Targeted Population

The participants of this training may come from various backgrounds including, but not limited to, high school dropouts, high school graduates, at-risk youth, college bound youth, and youth with significant barriers to employment. Each youth is required to have a desire to start his/her own business venture. Participants will be determined eligible based on WIOA guidelines and will be referred by WSD to the vendor to participate in the workshops. Participants must reside in DeKalb County, must be out-of-school youth, and must range from ages 16-24.

D. Referral Capacity

WorkSource DeKalb (WSD) will start receiving referrals from the Office of Youth Services and DeKalb County Public Safety of identified youth whose career goals and interest align with the Youth Entrepreneurship Training to enroll in WIOA and actively participate in the four (4) week training. In a joint effort to determine eligibility and suitability, WSD will receive referrals on a weekly basis starting, November 30, 2020 from the Office of Youth Services and DeKalb County Public Safety.

E. Execution Plan and Timeline

1. WSD will receive ongoing youth referrals between (November 30th – January 5th) for youth referred in the program.
2. WSD will facilitate orientation to discuss Youth eligibility and suitability, per WIOA guidelines.
3. All interested Youth will submit a WIOA application immediately following orientation.
4. WSD will determine Youth eligibility and suitability as required.
5. An Entrepreneurial Skills Training Vendor will be identified through the RFQ process.

6. A total of 30 Youth will be trained, in two (2) cohort groups of fifteen (15) trainees.
7. The training for each cohort group will last four (4) weeks each.
8. Youth (**Cohort 1**) will start virtual entrepreneurship training on **Monday, February 8, 2021** and end on **Thursday, March 4, 2021**.
9. Youth (**Cohort 2**) will start virtual entrepreneurship training on **Monday, March 22, 2021** and end on **Thursday, April 15, 2021**.
10. There will be a two (2) week planning/coordination break between each training session.
11. All Youth will attend weekly virtual entrepreneurship training workshops for a duration of four (4) weeks that will include a collaboration of a speaker empowerment series from Human Services and DeKalb County Public Safety.
12. A mental health and physical support speaker must be provided by the selected vendor and be available during the training to host a workshop at least once a week to Youth trainees.
13. Upon completion of the four (4) week virtual entrepreneurship training, all Youth will be afforded the opportunity to actively participate in a career-interest paid-work experience, unsubsidized employment, or gain further individual training that will lead to a skill/credential attainment.
14. Computers and hotspots will be available for Youth who need access to this equipment by WSD.

F. Workshop Topics

Entrepreneur Training Workshop topics are to include, but not be limited to the following:

1. How to start your own business – What is involved, Why, and What Are Your Goals
2. Defining Your Personal Brand, Networking, and How to Build Clientele
3. Developing Your Business Plan, Marketing, and the Use of Social Media
4. The Risks of Starting Your Own Business
5. Buying a Business/Exploring Buying a Franchise vs. Starting from Scratch
6. Working as an Independent Contractor/Gig Employee (such as trades, computer repairman, etc.)
7. Exploring Financing Options, Budgeting, and Start-up Costs
8. How To: Incorporate, Register Business Name, create a Website, Create Business Cards, etc.
9. How to be a Good Salesperson – The Art of Salesmanship

The successful responder's module will use vendor-provided materials to develop electronic booklets and other training materials to be distributed to each Youth trainee, a PowerPoint or similar presentation is to be used by the instructor(s), as well 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 a virtual platform (technology)
- Electronic training materials
- Interactive participation in learning activities and discussions

- Presentations
- Individual coaching sessions

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.)

G. Deliverables

In responding to this RFP, the vendor agrees to:

1. Provide workshop materials appropriate for the target audience served. The target audience demographic includes participants;
 - a. Ages 16-24
 - b. Educational levels ranging from middle school to college
2. Ensure that each participant is knowledgeable on the training curriculum and possess proper equipment, such as a laptop, projector, etc., for PowerPoint presentations during each workshop.
3. Ensure that participants learn about other available community resources, to include but not limited to, Decide DeKalb and the Small Business Administration (SBA)
4. Utilize a virtual platform. (The total cost of the workshop/training seminar platform is to be included in the proposal submitted by the vendor. WSD will not be responsible for securing the workshop/training seminar locations)
5. Prepare a curriculum and workshop agenda.
6. Provide an advance copy of training materials to appropriate WSD personnel.
7. Provide a pre and post assessment for each participant.
8. Provide participants with a certificate of completion and preferably an industry-recognized credential.
9. Facilitate workshops between **Monday, February 8, 2021 – Thursday, April 16, 2021 between the hours of 10:00 a.m. and 1:00 p.m.** The Workshops will be Monday-Thursday each week.
10. Provide at least two (2) trainers per workshop.
11. Ensure that participants complete, at a minimum, a Draft Business Plan.
12. Provide individual coaching sessions to include at a minimum, two (2), 30-minute sessions per participant comprised of at least a Business Plan review.
13. Submit all invoices for payment on a weekly basis, beginning **Friday, February 12, 2021** per trainee, pending a weekly training session was completed.
14. All WSD invoices should be emailed to WSDfinance@dekalbcountyga.gov.

H. Required Documentation

In response to this solicitation, the vendor shall submit a proposal that includes at least the following:

1. Curriculum design to include, specific topics that will be covered
2. Resume/Credentials of Instructors/Professors that will be conducting the training.
3. Curriculum, recommended text and workbook(s) along with a description of workshop materials (electronic copies).

4. References from at least three (3) corporate customers who have received training.
5. Demonstration of history of providing service.
6. Demonstration of agreement to the general provisions.
7. **Pricing for workshop in its entirety.** Please ensure that this is all-inclusive.
8. General Billing Practices will be followed as outlined by WIOA regulations outlined in the contract.

As required in 20 CFR 681.460(a) and EMPLOYMENT AND TRAINING ADMINISTRATION GUIDANCE LETTER WIOA NO.21-16 for WIOA youth program service requirements, WorkSource Dekalb (WSD) must make each of the following 14 service elements available to youth participants:

- (1) Tutoring, study skills training, instruction and evidence-based dropout prevention and recovery strategies that lead to completion of the requirements for a secondary school diploma or its recognized equivalent (including a recognized certificate of attendance or similar document for individuals with disabilities) or for a recognized postsecondary credential;
- (2) Alternative secondary school services, or dropout recovery services, as appropriate;
- (3) Paid and unpaid work experiences that have academic and occupational education as a component of the work experience, which may include the following types of work experiences:
 - Summer employment opportunities and other employment opportunities available throughout the school year;
 - Pre-apprenticeship programs;
 - Internships and job shadowing; and
 - On-the-job training opportunities;
- (4) Occupational skill training, which includes priority consideration for training programs that lead to recognized postsecondary credentials that align with in-demand industry sectors or occupations in the local area involved, if WSD determines that the programs meet the quality criteria described in WIOA sec. 123;
- (5) Education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster;
- (6) Leadership development opportunities, including community service and peer-centered activities encouraging responsibility and other positive social and civic behaviors;
- (7) Supportive services, including the services listed in § 681.570;
- (8) Adult mentoring for a duration of at least 12 months, that may occur both during and after program participation;
- (9) Follow-up services for not less than 12 months after the completion of participation, as provided in § 681.580;
- (10) Comprehensive guidance and counseling, which may include drug and alcohol abuse counseling, as well as referrals to counseling, as appropriate to the needs of the individual youth;
- (11) Financial literacy education;
- (12) Entrepreneurial skills training;
- (13) Services that provide labor market and employment information about in-demand industry sectors or occupations available in the local area, such as career awareness, career counseling, and career exploration services; and
- (14) Activities that help youth prepare for and transition to postsecondary education and

training.

WSD has the discretion to determine what specific program services a youth participant receives, based on each participant's objective assessment and individual service strategy. WSD is not required to provide every program service to each participant.

To ensure clarity and eliminate any possible duplications of services, WSD staff will continue to manage the eligibility, WIOA application process, assessment, case management functions from processing of the participant's application through program exit.

WSD requires responsive youth service providers to identify and include community partners who will render services in conjunction with selected providers. Per 20 CFR 681.460(c) When available, the Department encourages local programs to partner with existing local, State, or national entities that can provide program element(s) at no cost to the local youth program.

WSD requires bidders to collect and submit letters of support from local community organizations, businesses and/or non-profits who will be involved in providing quality Youth services.

The training sessions will be facilitated virtually. To confirm the training dates and times for the duration of the contract, participants must contact WorkSource DeKalb. 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 this quote, the Successful Bidder agrees to comply with all requirements enumerated in Attachments B, C and D.

I. Evaluation Criteria

The evaluation factors will be scored according to the evaluation criteria described below. Each evaluation factor can receive a score as high as five (5) points.

Rating	Description
Good 5 Points	Proposal meets requirements and indicates a thorough approach and understanding of the requirements. Proposal contains strengths which outweigh any weaknesses.
Acceptable 3 Points	Proposal meets requirements and indicates an adequate approach and understanding of the requirements. Strengths and weaknesses are offsetting or will have little or no impact on contract performance.
Marginal 1 Point	Proposal does not clearly meet requirements and has not demonstrated an adequate approach and understanding of the requirements. The proposal has one or more weaknesses which are not offset by strengths.
Unacceptable 0 Points	Proposal does not meet requirements and contains one or more deficiencies.

The evaluation factors are as follows:

1. EVALUATION FACTOR - **EXPERIENCE**

Reference Form

- Are the references favorable?

Key Personnel Resumé(s)

- Do personnel have life experience related to the course?

2. EVALUATION FACTOR - **TEACHING APPROACH**

Sample Curriculum w/ Presentation Material

- Is there a set of standards to be followed?
- Do the objectives comply with the requirements of the course?
- Are the objectives clear?

Plan of Action to Implement Services

- Does the curriculum determine the different levels of competencies or proficiency of acceptable task performance?
- How are the students tested?

3. EVALUATION FACTOR – **VIRTUAL LEARNING CAPACITY**

Identified virtual learning platform (s) that will be used?

- 1 virtual platform = 3 points, 2 or more virtual platforms = 5 points

4. EVALUATION FACTOR - **PAST PERFORMANCE**

Letter(s) of Recommendation

- 1 letter = 3 point, 2 or more letters submitted =5 points

Previous Customer Satisfactory Survey(s)

- 1 survey = 3 point, 2 or more surveys submitted =5 points

EVALUATION FACTOR – COMMUNITY BASED PARTNERSHIP

Provided at least one community-based partnership to execute this contract. Quoter must provide signed Letter of Support, Memorandum of Understanding (MOU)/Memorandum of Agreement (MOA) with an established community partner to provide additional support in the areas of curriculum delivery, mentorship, and community engagement.

Signed Letter of Support, MOU, or MOA with 1 community partner = 3 points

Signed Letter of Support, MOU, or MOA with 2 or more community partners = 5 points

EVALUATION FACTOR – BEHAVIORAL/MENTAL HEALTH-BASED ORGANIZATION

Provided a components of behavioral/mental health organization in their workshops to support at-risk youth. In addition to a Letter of Support from the organization.

Signed Letter of Support, MOU, or MOA with 1 behavioral/mental health-based organizations = 3 points

Signed Letter of Support, MOU, or MOA with 2 or more behavioral/mental health based = 5 points

ATTACHMENT B

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

Provider assures 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 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.
- I. 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.
- J. 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.
- K. 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.
- L. Public Law 104-191, August 21, 1996: Health Insurance Portability and Accountability Act of 1996.
- M. Walsh- Healy Act, 41 U.S.C. 35 et seq.
- N. Service Contract Act of 1965, 41 U.S.C.351-58. as amended by P.L. 92-473 and P.L. 94-489.
- O. The Jobs for Veterans Act of 2002, Public Law 107-288.
- P. Public Law 109-234, Salary and Bonus Limitations.
- Q. 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.
- R. 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).

- S. The requirements related to nepotism found at 2 C.F.R. 200.
- T. 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]
- U. 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)
- V. 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.

Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

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

- A. Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by [41 U.S.C. 1908](#), must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- B. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- C. Equal Employment Opportunity. Except as otherwise provided under [41 CFR Part 60](#), all contracts that meet the definition of “federally assisted construction contract” in [41 CFR Part 60-1.3](#) must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with [Executive Order 11246](#), “Equal Employment Opportunity” ([30 FR 12319](#), 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by [Executive Order 11375](#), “Amending [Executive Order 11246](#) Relating to Equal Employment Opportunity,” and implementing regulations at [41 CFR part 60](#), “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- D. [Davis-Bacon Act](#), as amended ([40 U.S.C. 3141-3148](#)). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the [Davis-Bacon Act](#) ([40 U.S.C. 3141-3144](#), and [3146-3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be

conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the **Copeland “Anti-Kickback” Act** ([40 U.S.C. 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

E. [Contract Work Hours and Safety Standards Act](#) ([40 U.S.C. 3701-3708](#)).

Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)). Under [40 U.S.C. 3702](#) of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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

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

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

I. Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see [2 CFR 180.220](#)) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 ([3 CFR part 1986](#) Comp., p. 189) and 12689 ([3 CFR part 1989](#) Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than [Executive Order 12549](#).

- J. Byrd Anti-Lobbying Amendment ([31 U.S.C. 1352](#)) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by [31 U.S.C. 1352](#). Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- K. See [§ 200.322](#) Procurement of recovered materials.
§ 200.322 Procurement of recovered materials.

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the [Solid Waste Disposal Act](#), as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 CFR part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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 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 E

QUOTE FORM

Quoter Information	
Company Name:	
Company Address:	
Quoter Name and Title:	Phone Number:
Quoter Email Address:	

PRICE SCHEDULE			
Item Description	Estimated Number of Participants	Cost per Participant	Total Price
Training Sessions: Provide strategies of various approaches to help participants gain knowledge and skills for the workplace through technology, training materials, presentations, etc.	200	\$ _____	\$ _____
Bidder read and acknowledges Attachments B, C and D	Y / N (Circle One)		
Notes to Bidder:			
1. Bids shall be evaluated based on the Cost per Participant. 2. The County shall award the bidder that provides a quote most advantageous to fulfilling the needs of the County. 3. Bids shall include all costs, direct and indirect, administrative costs, and all things necessary to provide services. The cost per participant shall be inclusive of all trainings provided under a cohort. 4. The estimated number of participants is an estimate only and may be more or less. The successful quoter will be paid the price per actual participant and will not be paid a lump sum for the estimated number of participants. 5. If there are questions about the pricing structure, please be sure to submit questions by 3 pm on December 29, 2020.			

Quote Statement:	
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.	
_____ Authorized Signature	_____ Date
_____ Name of Authorized Signer (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 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 G

SUBCONTRACTOR 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 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

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 _____, 20_

Notary Public

My Commission Expires: _____

ATTACHMENT I

SUBCONTRACTOR AFFIDAVIT

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

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

Federal Work Authorization
Enrollment Date

Title of Authorized Officer or Agent of Bidder

Identification Number

Printed Name of Authorized Officer or Agent

Address (* do not include a post office box)

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

_____ DAY OF _____, 20__

Notary Public
My Commission Expires: _____

ATTACHMENT J

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 (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