

## WorkSource DeKalb

774 Jordan Lane, Building #4, Decatur, Georgia 30033, [www.worksourcedekalb.org](http://www.worksourcedekalb.org)

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May 8, 2017

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### **Request for Quotation No. 15-16-16.03-005**

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

#### **SERVICES AND INSTRUCTION TO OUT OF SCHOOL YOUTH**

##### **I. Scope of Services:**

See Attachment A.

##### **II. Sample County Contract**

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

##### **III. Due Dates:**

- A. Questions are due on or before 2:00 p.m. EST on **May 15, 2017**.
- B. **Quotes are due on or before 2:00 p.m. EST on May 19, 2017.**

##### **IV. Submittal Requirements:**

- A. All questions and quotations must be submitted to Latanya Lowery via email at [llovery@dekalbcountyga.gov](mailto:llovery@dekalbcountyga.gov) by the respective dates and times specified above.
- B. Quoter must complete and submit the following documents as part of the quotation submittal: 1) Quote Form (Attachment B); 2) Reference Check and Release Form (Attachment C); 3) Reference Check and Release Form Subcontractor (Attachment D); 4) Contractor Affidavit (Attachment E); 4) Contractor Affidavit Subcontractor (Attachment F); 4) Contractor Affidavit Sub-Subcontractor (Attachment G); and 4) Financial Capability Form (Attachment H).

**V. Insurance Requirements:**

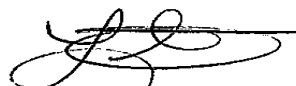
Insurance requirements are included in the sample County contract.

**VI. Financial Capabilities:**

See Attachment E.

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

Sincerely,



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Latanya Lowery  
Youth Services and Special Projects Manager  
WorkSource DeKalb

Enclosures:

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

# Attachment A

## SCOPE OF SERVICES

### A. GENERAL REQUIREMENTS:

The Contractor shall:

1. Provide viable pipelines to assist with the employment and training opportunities of eligible youth through no more than two (2) of the three (3) following program options.
2. Review and select the Program Option(s) listed below.
  - a. Career Placement
    - i. Direct placements in employment are typically permanent, full-time positions which may include a benefits package. However, a direct placement may also include a hybrid of temporary placement which may transition into a direct placement.
    - ii. On-the-Job Training (OJT) as training that is provided by an employer in the public, private non-profit, or private sector to a paid participant while engaged in productive work in a job that:
      - a) Provides knowledge or skills essential to the full and adequate performance of the job; and
      - b) Provides reimbursement to the employer of up to 50% of the wage rate of the participant, except as provided for in WIOA § 134 (c)(3)(H), for the extraordinary costs of providing the training and additional supervision related to the training.
  - b. GED and Career Placement

GED Program includes the facilitation of academic instruction for various classes needed to successfully pass the standardized General Education Development (GED) test.

    - i. Classroom instruction is defined as having a minimum of sixteen hours (16) of educational instruction, at least four days a week, to include, classes and/or individual tutoring.
  - c. Individual Training Account and Career Placement

Individual Training Accounts (ITAs) are established on behalf of the participant. The WIOA Title IB Adult, Dislocated Worker and youth participants will use ITAs to purchase training services from eligible providers they select in consultation with the case manager, counselor or coordinator.

    - i. Individual Training Account services may be made available to employed and unemployed program participants who have met the eligibility requirements.

<b>PROGRAM OPTIONS MATRIX</b>				
	<b>Program Name</b>	<b>Program Description</b>	<b># of Participants that Must Be Served</b>	<b>Program Goal</b>
<b>OPTION A</b>	Career Placement ( <i>Direct Placement or On the Job Training</i> )	Provide work based learning opportunities (i.e. Internships), approved OJT, host career fairs, and/or facilitate hiring events that lead to sustainable unsubsidized wages and permanent employment.  Additionally, provide relevant work readiness training and job development workshops.	100	Program participants are placed in unsubsidized full-time employment opportunities within the High Demand Industry Sectors, receiving a minimum of \$11 per hour, with a minimum of the thirty-two (32) hour work week within twelve (12) months of initial program enrollment per contract term.
<b>OPTION B</b>	General Education Diploma ( <i>GED</i> ) Attainment – <i>AND</i> – Career Placement	Provide instructors to facilitate academic instruction for various classes needed to successfully pass the standardized GED test.  Reference Option A Program Description – Career Placement	50	Program participants must receive a passing score in all parts of the GED exam within twelve (12) months of the initial program enrollment per contract term.  Reference Option A Program Goal – Career Placement.
<b>OPTION C</b>	Individual Training Account ( <i>ITA</i> ) Occupational Certification Attainment – <i>AND</i> – Career Placement	Provide occupational skills training within the High Demand Industry Sectors using the State of Georgia’s Eligible Provider Training List and/or an approved training provider list as per Federal, State, and Local Policy.  Reference Option A Program Description – Career Placement	75	Program participants must complete occupational skills training, receive a nationally recognized credential, and (if applicable) pass all required exams associated with the certification within twelve (12) months of the initial program enrollment per contract term.  Reference Option A Program Goal – Career Placement.

3. Provide service to the target population and Out-of-School Youth Eligibility Requirements
- a. Eligibility for out-of school youth, who at the time of enrollment, are:
    - i. Not attending nor enrolled in any school;
    - ii. Not younger than 16 or older than age 24; and
    - iii. Has one or more of the following barriers:
      - a) An individual who is pregnant or parenting;
      - b) A homeless individual (as defined in section 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2(6))), a homeless child or youth (as defined in section 725 (2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a(2))), a runaway, in foster care or has aged out of the foster care system, a child eligible for assistance under the John H. Chafee Foster Care Independence Program, or in an out-of-home placement;
      - c) An individual who is subject to the juvenile or adult justice system;
      - d) A school dropout;
      - e) A youth who is within the age of compulsory school attendance, but has not attended school for at least the most recent complete school year calendar quarter;  
or
      - f) A youth who is an individual with a disability.
      - g) A low income individual who is a recipient of a secondary school diploma or its recognized equivalent and is basic skills deficient; or
      - h) A low income individual who is an English language learner; or
      - i) A low-income individual who requires additional assistance to enter or complete an educational program or to secure or hold employment as defined by the local area.
  - b. WIOA eligible youth who are low-income must be within the WIOA Low Income Guidelines, The WIOA Income Guidelines may change with little notice. Providers will be given updated Income Guidelines as they become available. The current guidelines are as follows:

<b>Program Years 2015-2016 Low Income Guidelines for WIOA Effective April 4, 2016</b>	
<b>Household Size</b>	<b>WIOA Low Income Levels</b>
<b>1</b>	<b>\$5,940</b>
<b>2</b>	<b>8,010</b>
<b>3</b>	<b>10,080</b>
<b>4</b>	<b>12,150</b>
<b>5</b>	<b>14,220</b>
<b>6</b>	<b>16,602</b>
<b>7</b>	<b>19,007</b>
<b>8</b>	<b>21,412</b>
<b>For each over 8 Add:</b>	<b>2,405</b>

SOURCE: Federal Register, March 25, 2016 and Poverty Guidelines, January 25, 2016

4. Meet the primary direct service requirements for the Contractor are as follows:
  - a. To provide Career and Training Services to eligible Youth as defined in WIOA.
  - b. To provide for the application process for youth who are interested in accessing WIOA services. The application process will be performed according to rules as issued by the WSD and/or the U.S. Department of Labor. The WSD case management system shall be the only system used in this process.

- c. To provide eligibility determination for youth entering WIOA programs. This determination will be performed according to rules as issued by WSD, consistent with U. S. Department of Labor regulations. The participant tracking system shall be the only system used in this process.
- d. To provide an objective assessment (OA) for services including assessment of basic skills, abilities, interests, evaluation of work history, evaluation of support service needs and other assessment instruments that might be of value in assisting the customer. All assessment processes and tools must be approved by WSD prior to implementation and must be applied in a consistent and equitable manner.
- e. To provide an individual service strategy (ISS) required for participation in WIOA programs. These plans will be documented in the participant tracking system. Each customer receiving WIOA career services will jointly develop an ISS with the assistance of a counselor/case manager.
- f. To provide case management for customers. This means frequent contact according to rules established by WSD. Case management efforts will be documented in the participant tracking system.
- g. To provide supportive services determined to be necessary for the customer's participation.
- h. To provide other intensive services determined to be necessary or that are prescribed by WSD.
- i. To assist customers in making informed customer choice in the selection of service providers for training.
- j. To refer customers to other services when the customer is not eligible for participation in WIOA activities.
- k. To provide information on the full array of applicable or appropriate services that are available through the local WSD office, other eligible providers or One-Stop Partners.
- l. To provide follow-up services for all participants who exit the program, consistent with WIOA regulations.
- m. To adhere at all times to the Priority of Service policy and procedures established by the WSD Consortium.

#### 5. Measuring Performance and Outcomes

- a. The Contractor shall be responsible for achieving WIOA program performance goals. Performance goals shall be revised effective July 1<sup>st</sup> to June 30<sup>th</sup> each contract term. Performance goals are established by USDOL. Performance goals are tracked through the Quarterly Performance Report. The chart below is an example of WIOA performance goals based on current measures.
- b. The Contractor must demonstrate achievement of the performance outcomes on at least an annual basis and no more frequently than a quarterly basis. In the event an outcome target is not reached, the Contractor shall provide WSD with a detailed plan for corrective action within thirty (30) days. Corrective action plans shall be subject to WSD approval. Failure to obtain an approved corrective action plan, or to reach outcome targets after an approved corrective action plan has been implemented, may be considered unsatisfactory Contractor performance. WSD reserves the right to terminate the contract, or any portion thereof, with sixty (60) days advance written notice, due to unsatisfactory Contractor performance.
- c. All eligible youth information must be entered into the Geographic Solutions State database. Access will be provided by WSD. All contractors must cooperate in the collection of accurate and appropriate Geographic Solutions data.
- d. Any youth institutionalized/incarcerated more than ninety (90) days, relocated to a mandated residential program, experiencing major health/medical complications, or deceased are excluded from all performance measures.
- e. WIOA funds will only be available to programs that deliver and document achievement of the below listed performance measures for WIOA eligible youth.
- f. Contractor must achieve all performance WIOA goals and performance measures as specified in the contract agreement.
- g. Contractor must conduct follow-up services for all WIOA participants who have exited the program and report on results as defined by WIOA regulation and/or WSD policy.
- h. Performance measures change by program year and are re-negotiated. All updates regarding performance measures will be shared by WSD with the contractor.

i. WIOA Youth Performance Measures:

<b>Youth</b>	<b>Definition</b>	<b>Performance Measurement Timeline</b>	<b>Performance Goal</b>
<b>2Q Entered Employment</b>	% of participants in education, training, or unsubsidized employment	2 <sup>nd</sup> quarter (4-6 months) after exit.	80%.
<b>4Q Entered Employment</b>	% of participants in education, training, or unsubsidized employment	4 <sup>th</sup> quarter (10-12 months) after exit.	80%
<b>Credential Rate</b>	% of participants who obtain a recognized credential, secondary diploma during participation, or within one (1) year after program exit	By the end of the 4 <sup>th</sup> quarter after exit.	75%
<b>Median Earnings</b>	Median earnings of participants after entry into unsubsidized employment	2 <sup>nd</sup> quarter (4-6 months) after exit.	\$11/hr, \$18K annual
<b>In Program Skills Gains</b>	% of active participants in education leading to credential or employment during the program year achieving measurable gains.	Measured in real time.	60%

*SAMPLE REPORT CARD*

	Performance Goals		
	%	QTR	YR
Enrollments – Recruitment in the program	100%	25	100
Participant Exits	100%	25	100
Entered Employment (6mos) – 2Q	80%	20	80
Entered Employment (12mos) – 4Q	80%	20	80
Credential Rate	75%	19	76
Median Earnings (6mos) – 2Q	\$11/hr	N/A	\$18K
In Program Skills Gain	60%	15	60

6. Marketing, Promotions, and Outreach Activities

- a. On a quarterly basis, the Contractor shall submit a minimum of two written “customer success stories” to WSD for each program year of the agreement.
- b. The Contractor shall coordinate any publicity and other promotional activities specific to WIOA activities with WSD, who shall be informed in advance of any promotional plans.
- c. The Contractor shall clearly state that WSD is the sponsor of WIOA programs/services and related activities on all written and electronic materials developed with WIOA funds or promoting WIOA services/performance, including Contractor annual reports. Additionally, Contractor will also clearly follow all Federal, State, and County guidelines related to the promotion/allocation of all funds received under this RFQ.
- d. The Contractor shall comply with the disclaimer requirements of 29 CRF 37 (Equal Opportunity) on all solicitations, advertisements, or promotional activities.
- e. The Contractor shall use the WSD logo as the heading on all program forms and written correspondence to WIOA customers/participants.

7. Case Management

- a. Program providers may be required to case manage youth already enrolled in youth services.
- b. All eligible youth shall receive an Objective Assessment (OA) and an Individual Service Strategy (ISS) that includes employability development plans, service objectives and plans, as well as educational and personal development goals. Contractors will be required to use the ISS template provided by WSD.
- c. During the program period, youth shall go through an intake and assessment process with an OA and ISS to guide their program involvement through the individual’s participation term.
- d. Contractors shall maintain both an electronic and hard copy case file for each eligible youth. The files will be considered property of WSD and original files must be turned over to the WSDB at the end of the contract unless other arrangements are made during contract termination.
- e. Contractors must implement a system that monitors the eligible youths’ time and attendance for all program activities and work experience. Documentation must be submitted to reflect attainment of the minimum training hours and competencies.
- f. Contractors must follow the current policies and procedures implemented by WSD.
- g. Contractors must attend meeting and/or trainings regarding WIOA youth programming updates, which includes, but is not limited to, local WSDB Youth-Subcommittee Meetings or regional workforce development conferences.

8. Programmatic & Financial Reporting and Management Requirements

WSD reserves the right to adjust reporting requirements, upon mutual agreement with the Contractor, if such adjustments are deemed necessary to meet program objectives. Reporting requirements will include both program and financial reports and will include, but not be limited to, the following:

- a. Programmatic:



- i. Timely and accurate data entry in the participant tracking management system to ensure current information is available for Quarterly and Final Quarterly Performance Reports (QPRs).
  - ii. Quarterly plan versus actual enrollment reports.
  - iii. Mid-year and year end performance and expenditure reports.
  - iv. Contractors will be required to use participant tracking database enrollment, activity and performance report modules to manage system performance on the local level.
  - v. A written year-end program performance report by no later than the last day of August following the program year end date.
  - vi. Corrective action reports as deemed necessary.
- b. Financial:
- i. Invoice for services and related expenses must be billed monthly. Invoices are due by the last day of the month following the reporting month.
  - ii. The Contractor shall use the invoice format provided by WSD.
  - iii. The Contractor shall maintain sufficient documentation on file in their offices to support invoices, and make such documentation available for review by authorized WSD staff and/or its auditors. WSD reserves the right to require the Contractor to attach detailed documentation to support invoice costs at any point during the contract period
  - iv. Reporting Administration costs separate from Program costs consistent with federal cash management policies and procedures.
  - v. The Contractor must report financial expenditure on an ACCRUAL basis (accrual reporting is required).
- c. Property Management:
- i. The Contractor must maintain a fixed asset inventory system that clearly identifies all non-expendable property with a life expectancy of one year or more and a unit price of \$100 or more which is purchased or leased with WIOA funds.
  - ii. The Contractor will be required to submit to WSD a complete property inventory report that identifies all property (defined as a unit cost of \$250 or more) and equipment (defined as a unit cost of \$5,000 or more) at the end of each program year.
- d. System Management:
- Contractor shall:
- i. Develop and maintain effective financial systems for the planning and budgeting of WIOA funds in accordance with WIOA regulations and applicable OMB guidelines.
  - ii. Maintain participant hard copy and electronic case management system files in compliance with WIOA rules and regulations, and WSD procedures and policies.
  - iii. Utilize the system at the time of registration/intake to avoid incomplete information and/or rework, and ensure that all WIOA customer information is entered into the system within a specified period of time in accordance with WSD policy and procedures.
  - iv. Assign an appropriate staff person to assist in the ongoing development of the participant tracking system, and to provide ongoing technical assistance and training for field staff on the participant tracking system.
  - v. Notify WSD in writing of any participant tracking database problems, or any other State-level system management issues that may interfere with the Contractor's ability to monitor and/or report on local performance in a timely manner.
  - vi. Comply with all established reporting requirements, ensuring accurate and timely submissions.
    - a) Under WIOA, certain quantifiable performance measurements must be met each year. Contractors must track youth progress throughout enrollment and a follow-up period of not less than 12 months after program exit.
    - b) All eligible youth information must be entered into the participant tracking database, as mandated by the State. Access will be provided by WSD. All contractors must cooperate in the collection of accurate and appropriate enrollment and exit data.

## 9. Local Program Monitoring and Outcome Management

Contractor shall:

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

## 10. Contracting Responsibilities and Requirements

Contractor shall:

- i. Develop appropriate documents for the payment of WIOA Youth funds to eligible training providers and support service Contractors prior to authorizing any payments.
- ii. Provide both WIOA programmatic and financial technical assistance to eligible training providers and/or support service Contractors in WIOA Youth issues, rules and regulations.
- iii. Ensure that no assignment or subcontracting of any of the rights or responsibilities of the Contractor is initiated unless approved in writing by WSD, or unless clearly described in the Statement of Work as written in the Contract agreement.

## 11. Policies and Procedures

Contractor shall:

- i. Develop appropriate operational and fiscal policies and reporting procedures to ensure federal and state goals, objectives, and performance measures are met. Prior to implementation, all policies must be reviewed and approved by WSD.
- ii. Ensure that all staff are sufficiently trained in WIOA operational policies and reporting procedures.
- iii. Provide WSD Staff access to both hard copy and electronic copies of all policies and procedures developed
- iv. Ensure that all newly developed policies and procedures are shared with all staff within 10 days of the policy/procedure effective date.
- v. Engage other WSD partners in developing new policy and procedures that impact how WIOA services are delivered in the WSD Center.
- vi. Assign administrative level staff to assist in the development and implementation of pilot projects or other undertakings identified and agreed upon by WSD, WSD Board members and the Contractor.

## 12. Participant Confidentiality

Contractor shall:

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

- ii. Take reasonable steps to ensure the physical security of all data gathered, and inform each of its employees, Contractors, and sub-recipients having any involvement with personal data or other confidential information, of the laws and regulations relating to confidentiality.

### 13. Eligible Training Provider List System (ETPL)

Contractor shall:

- i. Train staff in the ETPL process in the role of assisting participants in understanding the ETPL process.
- ii. Ensure that participants are only enrolled in training programs that will lead to employment in an occupation in demand in accordance with the State issued occupations in-demand list and in accordance with the WSD ITA Policy.
- iii. Train staff in the use of the Consumer Report System ([www.onetonline.org](http://www.onetonline.org)) and utilize this tool to assist customers interested in training services.
- iv. Maintain a current copy of the Federal guidelines, State Policy, Local/Regional Plan, and supplemental information, which includes, but is not limited to Training and Employment Guidance Letters, Workforce Implementation Guidance, State/Local Policies, and exception/waiver provisions that exist, or may be developed. The Contractor is subsequently responsible for training staff in these policies and procedures.

### 14. Grievance Procedures and Customer Complaints

Contractor shall:

- i. Provide all applicants for WIOA services a written grievance procedure notice, and ensure that a signed copy attesting to the receipt of this information is included in each applicant's hard copy file.
- ii. Train all staff in the WIOA grievance procedure process, which shall take precedence over any other Contractor-specific grievance procedures and policies when applied to WIOA funded participants/employees, and ensure that copies of all grievance policy and procedures are available in each WSD office
- iii. Inform WSD immediately of all complaints oral and written, formal or informal, which are received by or about any WIOA funded staff.
- iv. Respond to all oral or informal e-mail "complaints" received directly, or forwarded by WSD within two days from receipt of the complaint. The Contractor shall follow the EEO and Grievance protocol outlined in the WSD Policies.

#### A. Program Elements

1. All the below listed program elements and services must be available to program participants. If the program elements and services are not directly provided by the Contractor, the Contractor must outsource or establish a referral service for program participants. It is the responsibility of the Contractor to track and document all outsourced and referred services in the program participants profile using the State's database.
2. Per section 129 (c)(2) of the WIOA, in order to support the attainment of a secondary school diploma or its recognized equivalent, entry into postsecondary education, and career readiness for participants, the local area youth program shall make each of the following services available to youth participants:
  - a. Tutoring, study skills training, instruction, and evidence-based dropout prevention and recovery strategies.
  - b. Alternative secondary school services or dropout recovery services.
  - c. Paid and unpaid work experiences.
    - i. Work experience helps youth understand proper workplace behavior and what is necessary in order to attain and retain employment. They are designed to enable youth to gain exposure to the working world and its requirements. Work experiences can serve as a stepping stone to unsubsidized employment and is an important step in the process of developing a career pathway for youth. This is particularly important for youth with disabilities.

- ii. A work experience may take place in the private for-profit sector, the non-profit sector, or the public sector. Labor standards apply in any work experience where an employer/employee relationship, as defined by the Fair Labor Standards Act or applicable State law, exists. Work experiences provide the youth participant with opportunities for career exploration and skill development.
- iii. Work experience must include academic and occupational education.
  - a) Work experience includes the following categories.
    - (1) Employment opportunities available throughout the year;
    - (2) Pre-Apprenticeship programs;
    - (3) Registered Apprenticeship programs;
    - (4) Internships and job shadowing; and
    - (5) On-the-Job training (OJT) opportunities.
  - b) Not less than 20% of the youth program funds shall be used to provide out-of-school youth with work experience activities.
  - c) Guidance and requirements pertaining to paid and unpaid work experiences for youth participants are outlined in Workforce Innovation and Opportunity Act Policy Letter (WIOAPL) No. 15-13, Work Experience for Youth.
- d. Occupational skills training.
  - i. Occupational skills training must include priority consideration for training programs that lead to recognized postsecondary credentials that are aligned with state and local in-demand industry sectors or occupations. Such training must
    - a) Be out-come oriented and focused on occupational goals specified in the Individual Service Strategy (ISS);
    - b) Be of sufficient duration to impart the skills needed to meet the occupational goal; and
    - c) Result in the attainment of a recognized occupational or post-secondary credential.
  - ii. An Individual Training Account (ITA) is one of the primary methods through which training is financed and provided. ITAs are established on behalf of a WIOA participant to purchase a program of training services from eligible training providers.
- e. Education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster.
  - i. This element requires integrated education and training to occur concurrently and contextually with workforce preparation activities and training for a specific occupation or occupational cluster for the purpose of educational and career advancement.
  - ii. This program element describes how workforce preparation activities, basic academic skills, and hands-on occupational skills training are to be taught within the same time frame and connected to training in a specific occupation, occupational cluster, or career pathway.
  - iii. Youth participants will not be required to master basic skills before moving on to learning career-specific technical skills
- f. Leadership development opportunities.
  - i. Leadership development opportunities include:
    - a) Exposure to post-secondary education opportunities;
    - b) Community and services learning projects;
    - c) Peer-centered activities, including peer mentoring and tutoring;
    - d) Organizational and team work training, including team leadership training;
    - e) Training in decision-making, including determining priorities and problem solving;
    - f) Citizenship training, including life skills training such as parenting and work behavior training;
    - g) Civic engagement activities which promote the quality of life in a community; and
    - h) Other leadership activities that place youth in a leadership role such as serving on youth leadership committees.
    - i) Positive social behaviors are outcomes of leadership opportunities.
- g. Supportive Services
  - i. Supportive services for youth may include, but are not limited to:
    - a) Linkages to community services;

- b) Assistance with transportation;
    - c) Assistance with educational testing;
    - d) Reasonable accommodations for youth with disabilities;
    - e) Referrals to health care; and
    - f) Assistance with uniforms or other appropriate work attire and work-related tool costs
  - ii. Supportive services may be provided to youth both during participation and after program exit for up to twelve (12) months.
- h. Adult Mentoring
  - i. Adult mentoring for the period of participation and subsequent period, for a total of not less than 12 months. Adult Mentoring for youth must:
    - a) Last at least twelve (12) months and may take place both during the program and following exit from the program.
    - b) Be a formal relationship between a youth participant and an adult mentor that includes structured activities where the mentor offers guidance, support, and encouragement to develop the competence and character of the mentee
    - c) Include a mentor who is an adult other than the assigned case manager; and
    - d) While group mentoring activities and mentoring through electronic means are allowable as part of the mentoring services, at a minimum, the local youth program must ensure that the youth mentor and mentee meet face-to-face on a quarterly basis.
  - ii. Mentoring may include workplace mentoring where the local program matches a youth participant with an employer or employee of a company.
- i. Follow-up services.
  - i. Follow-up services are critical services provided following a youth's exit from the program to help ensure the youth is successful in employment and/or post-secondary education and training.
  - ii. Follow-up services may include:
    - a) Leadership development and supportive services activities;
    - b) Regular contact with a youth participant's employer, including assistance in addressing work-related challenges that may arise;
    - c) Assistance in securing better paying jobs, career pathway development, and further education or training;
    - d) Work-related peer support groups;
    - e) Adult mentoring; and/or
    - f) Services necessary to ensure the success of youth participants in employment and /or post-secondary education.
  - iii. All youth participants must receive some form of follow-up services for a minimum duration of 12 months.
  - iv. Follow-up services may be provided beyond the 12 months at the local board's discretion.
  - v. The types of services provided and the duration of services must be determined based on the needs of the youth and therefore, the type and intensity of follow-up services may differ for each participant.
  - vi. Follow-up services must include more than attempted contacts or contacts made for the purpose of securing documentation in order to report a performance outcome.
- j. Comprehensive guidance and counseling.
  - i. Comprehensive guidance and counseling provides individualized counseling to participants. This includes career and academic counseling, drug and alcohol counseling, mental health counseling, and referral to partner programs.
  - ii. The purpose of comprehensive guidance and counseling is to promote growth in each youth's educational, personal, social, and employability skills. Comprehensive guidance and counseling programs impart through counselor-directed learning opportunities that help youth achieve the success through academic, career, personal, and social development.
  - iii. When referring participants to necessary counseling that cannot be provided by the youth program or its service providers, the local youth program must coordinate, including obtaining releases of information to obtain information regarding appropriateness of WIOA services,

with the organization it refers to in order to ensure continuity of service.

- k. Financial literacy education.
  - i. Financial literacy includes activities which:
    - a) Support the ability of youth participants to create household budgets, initiative saving plans, and make informed financial decisions about education, retirement, home ownership, wealth building, or other savings goals;
    - b) Support participants in learning how to effectively manage spending, credit, and debt, including student loans, consumer credit, and credit cards;
    - c) Teach participants about the significance of credit reports and credit scores; what their rights are regarding their credit and financial information; how to determine the accuracy of a credit report and how to correct inaccuracies; and how to improve or maintain good credit;
    - d) Support a participant's ability to understand, evaluate, and compare financial products, services, and opportunities and to make informed decisions;
    - e) Educate participants about identity theft, ways to protect themselves from identity theft, and how to resolve causes of identity theft and in other ways under their rights and protection related to personal identity and financial data; and
    - f) Support activities that address the particular financial literacy needs of non-English speakers, including providing the support through the development and distribution of multilingual financial literacy and education materials.
    - g) Provide financial education that is age appropriate, timely, and provides opportunities to put lessons into practice, such as by access to safe and affordable financial products that enable money management and savings; and
    - h) Implement other approaches to help participants gain the knowledge, skills, and confidence to make informed financial decisions that enable them to attain greater financial health and stability by using high quality, age-appropriate, and relevant strategies and channels, including where possible, timely and customized information, guidance, tools, and instructions.
  - l. Entrepreneurial skills training
    - i. Entrepreneurial skills training must develop skills associated with entrepreneurship. Such skills include, but are not limited to the ability to:
      - a) Take initiative;
      - b) Creatively seek out and identify business opportunities;
      - c) Develop budgets and forecast resource needs;
      - d) Understand various options for acquiring capital and the trade-offs associated with each option; and
      - e) Communicate effectively and market oneself and one's ideas.
    - ii. Approaches to teaching youth entrepreneurial skills include, but are not limited to, the following:
      - a) Entrepreneurship education that provides an introduction to the values and basics of starting and running a business;
      - b) Enterprise development which provides support and services that incubate and help youth development their own business; and
      - c) Experiential programs that provide youth with experience in the day-to-day operation of a business.
  - m. Labor Market and Employment Information Services  
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.
  - n. Transition to Post-Secondary Education  
Activities that help youth prepare for and transition to postsecondary education and training.

## C. Additional Program Requirements

### 1. Contractor must:

- a. Be able to document and establish linkages with local school systems and the local One Stop Systems.
- b. Have a process for collecting/evaluating their clients' satisfaction with all aspects of the program to ensure needs are being met and report results to the appropriate WSD representative.
- c. Complete an objective assessment (OA) on every eligible customer who is enrolled in the program.
- d. Complete a WIOA Individual Service Strategy (ISS) on every eligible youth who is enrolled in the program. Services provided must correlate with the barriers identified in the objective assessment. Provider must submit status reports on each individual ISS to the appropriate WSD representative (frequency and format to be determined by local WSD representative.)
- e. Collect all data required for WIOA eligibility with final approval for enrollment to be determined by the appropriate WSD representative.
- b. Understand that only costs directly related to the operation of the grant program, and properly justified with supporting documentation will be allowable charges to this program. Required supporting documentation such as properly completed time cards, time sheets, travel reports, invoices, receipts, etc., must be maintained. Funds provided under WIOA shall not be used to supplant or duplicate facilities or services available in the area from federal, state, or local sources.
- c. Demonstrate a working knowledge of the Act, Final Rules and Regulations, the key program services required under WIOA, an understanding of the required performance measures and strategies for achieving measures, and how the effective delivery of Youth Program services helps to align workforce and economic development efforts in the State.

### Roles and Responsibilities

<u>Description of Service(s)</u>	<u>Responsible Party</u>
1. Marketing and Recruiting Program Marketing and Participant Recruitment	Contractor
2. Outreach Networking with local community agencies, and other business who provide similar and/or needed services	Contractor
3. Interview Determine the eligibility and suitability of youth candidates considered for program enrollment	Contractor and WSD
4. Eligibility	Contractor <i>(pending WSD approval)</i>
5. Case File Administration and Management Maintenance of electronic and hard copy files, accurate and timely documentation using the required database system(s). (i.e. Activity Codes, Supportive Services, Vouchers, Work Experience, etc...)	Contractor and WSD
6. Program Assessments and Tracking Maintenance of electronic and hard copy files for program design assessments (i.e. TABE)	Contractor
7. Program Element Services and Delivery	Contractor
8. Program Design Status Report Timely submission of project status reports, enrollment and exit requests, and timely/accurate submission for reimbursement requests.	Contractor and WSD
9. Work Experience Administration	Contractor <i>(pending WSD approval)</i>
10. Job / Career Pathway Development	Contractor
11. Program Exits	Contractor <i>(pending WSD approval)</i>
12. Participant Follow-up and Tracking	Contractor
13. Audits and Monitoring	Federal and/or State Agency and WSD



## 2. Corrective Action

- a. WSD reserves the right to conduct monitoring and evaluation of the performance provided under contract. WSD will notify the Contractor in writing of any deficiencies noted during such review, and may withhold or disallow payments as appropriate based upon such deficiencies. WSD will provide technical assistance to the Contractor related to the deficiencies noted. WSD shall conduct follow-up visits to review the previous deficiencies and to assess the efforts made to correct them. If such deficiencies persist, WSD may terminate the contract.
- b. Should the Contractor continue to operate with the notated deficiencies, WSD reserves the right to request that all WSD files be returned to WSD and for the Contractor to refer all new business to WSD until a corrective action has been successfully implemented.

## 3. Legal Authority

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

## 4. Independent Contractors

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

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

- a. Have demonstrated ability to be flexible and adapt quickly to change. Specifically, the agency or organization must operate within an infrastructure that can support the mobilization of existing staff, as well as the ability to ramp up staffing on short notice, to meet the demand for specialized/customized services in response to mass layoffs and/or new program services – conversely, a contractor must be able to reduce staff as necessary.
- b. Be subject to an extensive set of fiscal and programmatic reporting and oversight requirements, which shall include the use of specific forms and reports required to carry out the monitoring and evaluation of programs as mandated by the federal regulations and/or WSD policy and procedures.
- c. Be liable for any disallowed or illegal expenditure of funds or program operations conducted under their contract - resources used to reimburse disallowed/illegal expenses may not come from federal funds.
- d. Be required to use the WIOA case management system, as well as maintain hardcopy participant files. All books, records, documents, and papers (including participant files) relating to WIOA service delivery shall be retained by the contractor for a minimum period of three (3) years following submission of the final expenditure report, participant exit or data validation date, or until such time as any litigation, audit findings or other claims have been resolved and so certified by WSD.
- e. Be required to sign a Contract for services, which will provide for the full indemnification and hold harmless of any liability to DeKalb County, GA, WSD and/or the DWSB for any activities conducted by the contractor. This includes a full statement of responsibility for reimbursing WSD for any costs or expenditures which are disallowed in an audit, or any other claims which might be made against a program operator by a WIOA participant or other interested party. The contractor shall also be required to subscribe to the WIOA assurances and certifications.
- f. Be required to assign staff whose sole responsibility and commitment is the delivery of comprehensive WIOA services. WIOA services shall be implemented as a “whole” service consistent with the intent of WIOA rules and regulations. No other federal, state or local program services offered by the contractor shall be allowed to take precedence over the intent of WIOA service delivery. Careful scrutiny of contractors with an inherent conflict of interest resulting from the operation of programs with conflicting mandates.

- g. Be required to ensure that all staff funded under contract is adequately trained in WIOA regulations, process and procedures, including EO and confidentiality procedures consistent with US DOL requirements.
  - h. Be required to have the capacity to provide consistent content and quality of services.
  - i. Be required to ensure timely data entry of participant enrollment and case management information into the electronic WIOA case management system to ensure complete and accurate data is available to meet performance and reporting requirements.
  - j. Be required to achieve established performance goals on an annual bases; failure to meet performance goals shall require corrective action and/or be used as a factor in determining future contract awards.
  - k. Be required to ensure that participant confidentiality is maintained at all times.
  - l. Be required to recruit and enroll eligible individuals consistent with established enrollment goals.
  - m. Be required to develop local operational and fiscal policies and reporting procedures, to ensure federal and state goals, objectives and performance measures for WIOA funds are met.
  - n. Be able to offer cost-effective services; preference will be given to those who combine Youth services to maximize limited resources.
  - o. Have an existing financial infrastructure sufficient to support the processing of WIOA financial reports, WIOA participant training and support service payments, and the availability of non-federal financial resources to cover any costs incurred as a result of erroneous eligibility determinations and/or disallowed program activities.
  - p. Be registered (and in good standing) to conduct business in the State of Georgia, and must not be the subject of any past or current federal suspension or disbarment proceedings.
  - q. Carry appropriate liability and workers compensation insurances.
  - r. Have the ability to carry out the Direct Service Requirements as defined in this RFQ.
6. In addition, Contractors shall abide by State procedures that recognize WSD as the sole contact with the U.S. Department of Labor (USDOL) for all issues related to the implementation and management of WIOA funded activities in the State of Georgia. As such, all contractor communication with USDOL regarding WIOA issues must be directed through WSD.
7. The Contractor shall develop, implement, and maintain statewide WIOA Youth Services and/or programs consistent with WIOA regulations, Georgia Department of Economic Development, Workforce Division State Plan and WSD policy and procedures such as, but not limited to, the Workforce Implementation Guidance and Training and Employment Guidance Letters. In carrying out the direct service requirements listed below the Contractor shall:
- a. Ensure WIOA funds are charged to only those individuals determined to be WIOA eligible in accordance with WIOA law and regulations;
  - b. Develop and implement all WIOA-funded services consistent with the goals and objectives of the WSD and the State and WSD branding; and
  - c. Coordinate services to avoid duplication of services with WSD partner agencies.
8. The Contractor shall ensure that all staff
- a. Hired to work under this contract are trained in the following areas:
    - i. WIOA processes and procedures, specifically WIOA eligibility procedures, employment plans and assessment.
    - ii. conducting intensive assessments, including the use of specific assessment tools approved for use by USDOL, the State of Georgia and/or WSD
    - iii. planning for successful performance outcomes
    - iv. the use of specific USDOL workforce development/one-stop service Internet tools (e.g. Americas Career Net Tool, Americas Service Locator, ONET)
    - v. the use of Labor Market Information in determining career goals
    - vi. the use of the participant tracking system case management system, reporting requirements and interpretation of reported data

- vii. the rules and procedures governing confidentiality, and ensure a signed confidentiality form is included in the personnel file of each WIOA-funded staff person
- b. Funded through this contract have undergone a criminal background check and do not have any violations or convictions that could adversely affect the participants served under this program.
- c. Read and sign the Statement of Confidentiality form provided by WSD, and that all such forms are filed in the individual personnel files maintained by the Contractor.

## 9. Administrative Requirements

- a. Because WIOA youth funds have restrictive eligibility criteria, Contractors are encouraged to secure additional funds or collaborate with additional agencies in order to provide universal access to all.
- b. Contractors will be reimbursed for expenses incurred as a result of administering this contract. Required documentation must be submitted and purchases must be approved in order to receive reimbursement of expended funds.
- c. Contractors are expected to:
  - i. Contract with DeKalb County Government and comply with the terms and conditions of that contract for the delivery of services;
  - ii. Cooperate with the WSDB and the WSD Youth Committee in the development and implementation of the WIOA youth services system in the local WIOA service area;
  - iii. Be knowledgeable of WIOA guidelines, regulations, and criteria. This is inclusive to Federal, State, Regional, and Local Workforce Area mandates and regulations;
  - iv. Attend all Youth Committee meetings and report on the status of youth activities, including attainment of performance measures by participants;
  - v. Participate in monthly update meetings with WSD via teleconference or in person;
  - vi. Cooperate with additional contractors in the DeKalb WIOA youth services system;
  - vii. Collaborate with local organizations serving youth and/or any mandated by the DeKalb WorkSource Board, such as the DeKalb County School System, faith-based organizations, the Technical College System of Georgia, and for-profit and non-profit organizations;
  - viii. Provide outreach and recruitment of WIOA eligible youth;
  - ix. Organize files for the eligible youth according to WSD specifications and use WSD approved forms and documents for uniformity;
  - x. Transfer any files for eligible youth at the request of WSD;
  - xi. Submit all contact information and updated case notes until all files for eligible youth are documented as having been transferred to WSD;
  - xii. Submit Project Status Reports for activities that explain how the activities apply to the Program Elements, the purpose of the activity, the allocated budget for the activities (if any), and how the activity complies with the applicable Code of Federal Regulation (CFR). (WSD will provide technical assistance in this area to ensure the planning documents meet requirements.);
  - xiii. Conduct intake and eligibility objective assessments;
  - xiv. Provide referrals to appropriate providers for seamless delivery of WIOA Program Elements;
  - xv. Forward the required documentation for eligible youth to WSD within two (2) weeks of reviewing the application and determining that the youth candidate is eligible and suitable for the program;
  - xvi. Using the database provided by WSD, document participant Objective Assessments, ISS, and Testing/Assessment results;
  - xvii. Submit participant exit requests on a monthly basis for review;
  - xviii. Follow-up and provide retention services as per the Program Elements; and
  - xix. On a monthly basis, enter case notes for all program participants using the State's database and case management systems.
- d. Contractors shall comply fully with the provisions of the following laws and the nondiscrimination and equal opportunity requirements.
  - i. Section 188 of the WIOA of 2014, 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 who participate in any WIOA Title I financially assisted program or activity;
- ii. Title VII of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color and national origin;
  - iii. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against individuals with disabilities;
  - iv. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
  - v. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.
- e. Contractors must comply with all applicable assurances and all other regulations that implement the laws listed above, including the applicable below listed assurances. These assurances apply to the Contractor's operation of the WIOA Title I financially assisted program or activity and to all agreements the contractor enters into to carry out the WIOA Title I financially assisted program or activity.
- i. The Contractor assures WorkSource DeKalb (WSD) that he/she will comply with the Workforce Innovation and Opportunity Act (WIOA) Public Law 105-220 or any subsequent regulation; 20 CFR Part 652 et al. or any subsequent regulation; and associated OMB Circulars such as A-87, A-21, A-102, A-122, A-110, A-133, etc. or any subsequent regulations; and any Georgia Department of Economic Development, Workforce Division and/or WSD requirements. In the event that the Assurances are updated, the Contractor will be required to adhere to any new Assurances.
  - ii. As recipients of WIOA Title IB adult, youth, and dislocated worker funds, you must obtain and have posted the following certifications and assurances.
    - Certification Regarding Lobbying (29 CFR Part 93)
    - Drug-Free Workplace Requirements Certification (29 CFR Part 98)
    - Nondiscrimination And Equal Opportunity Assurance (29 CFR Part 37)
    - Certification Regarding Debarment, Suspension, and Other Responsibility Matters
    - Primary Covered Transactions (29 CFR Part 98)
    - 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:
  - (a) The dangers of drug abuse in the workplace;
  - (b) The contractor’s policy of maintaining a drug-free workplace;
  - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - (d) 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 this paragraph;
- (4) Notifying the employee in the statement required by this paragraph that, as a condition of employment under the grant, the employee will:
  - (a) Abide by the terms of the statement; and
  - (b) 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 WSD 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:
  - (a) 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
  - (b) 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:
    - (a) WIOA Equal Opportunity and Nondiscrimination Regulations 29 CFR Part 37 and Section 188 of the Workforce Innovation and Opportunity Act which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title IB financially assisted program or activity;
    - (b) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin;
    - (c) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
    - (d) The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age;
    - (e) 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 of 1998, including, Title VI of the Civil Rights Act as amended; (b) Title IX of the Education Amendments of 1972, as amended; (c) Section 504 of the Rehabilitation Act as amended; (d) the Age Discrimination Act of 1975, as amended; (e) the Drug Abuse Office and Treatment Act of 1972 (PL 91-616) as amended; (f) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 DD.3 AND 290 EE.3) as amended, relating to confidentiality of alcohol and drug abuse patient records; (g) Title VIII of the Civil Rights Act of 1968 as amended; (h) Military Selective Service Act; (i) Nontraditional Employment for Women Act; and (j) Department of Labor Federal Regulations at 29 CFR Parts 34 and 1604.
  - (6) Will comply with Federal regulation 20 CFR 652, et al., regarding the retention of records;
  - (7) Will certify if requested, in accordance with 29 CFR Part 98, Section 98.510, that neither it nor its one-stop operators, service providers or training providers are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
  - (8) Will comply as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a. to 276a. 7), the Copeland Act (40 U.S.C. 276c. and 18 U.S.C. 874, and the Contract Work Hours and Safety Standards Act (40.327-333), regarding labor standards for federally assisted construction sub-agreements.
  - (9) Will comply with the provisions of the Hatch Act (U.S.C. 1501-1508 and 7324-7328), which limit political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
  - (10) Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, Audits of States, Local Governments, and Non-Profit Organizations.
  - (11) Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing WIOA Title IB programs.
- f) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 7401 et seq.), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000)
  - g) Federal Water Pollution Control Act (33 USC Sec. 1251 et seq.): Contractor agrees to

- comply with all applicable standards, orders or regulations of this Act if contract exceeds \$100,000.
- h) The Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871), as referenced at 29 CFR 97.36(i)(13), regarding mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan.
  - i) The Resource Conservation and Recovery Act (Pub. L. 94-580 codified at 42 USC Sec. 6962), as referenced at 29 CFR 95.16, regarding giving preference in procurement programs funded with federal funds to the purchase of recycled products pursuant to EPA guidelines.
  - j) The Federal Social Security Act, 42 USC Sec. 303 and 503, requiring states to disclose UI information to designated public officials for programs such as food stamps and child support recovery.
  - k) Public Law 104-191, August 21, 1996: Health Insurance Portability and Accountability Act of 1996.
  - l) Walsh- Healy Act, 41 U.S.C. 35 et seq.
  - m) Service Contract Act of 1965, 41 U.S.C.351-58. as amended by P.L. 92-473 and P.L. 94-489.
  - n) The Jobs for Veterans Act of 2002, Public Law 107-288
  - o) Public Law 109-234, Salary and Bonus Limitations
  - p) Georgia Security and Immigration Compliance Act of 2006 (Act 457), Chapter 300-10-1 – Public Employers, Their Contractors and Subcontractors Required To Verify New Employee Work Eligibility Through A Federal Work Authorization Program.
  - q) Whistleblower Protection: The Contractor awarded funds shall promptly refer to the US. Department of Labor Office of Inspector General any credible evidence that a principal, employee, agent, contractor, sub-recipient, subcontractor, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds. (Recovery Act Sec. 1553)
  - r) The Byrd Anti-Lobbying Amendment and restrictions on lobbying as codified in 29 CFR Part 93
  - s) Compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 328 and 333) (Contracts exceeding \$2,500 involving employment of mechanics/laborers; construction contracts in excess of \$2,000)
  - t) The requirements related to nepotism found at 20 CFR 667. Subpart B.
  - u) The requirement to allow access by the Federal Grantor agency, the U.S. Comptroller General, the State Grantee agency, the Sub-grantee agency, or any of their duly authorized representatives to any employees, books, document, papers and records which are directly pertinent to the provision of services under this Agreement for the purpose of making audit, examination, excerpts, and transcriptions. [29 CFR 97.36(i)(10)]
  - v) The requirement to retain all pertinent records for three years after the Contractor receives final payment and all pending litigation, claims, and audit findings are closed. (29 CFR 97.42, 29 CFR 95.53)
  - w) Government-wide debarment and suspension (29 CFR Part 98) and government-wide drug- free workplace requirements
  - x) For all contracts in excess of the small purchase threshold, administrative, contractual, or legal remedies where contractors violate or breach contract terms. The clause provides for sanctions or penalties, as appropriate.
- iii. Provider agrees to comply with awarding agency requirements and regulations pertaining to reporting [29 CFR 97.36(i)(7)]. In the event that the Provider performs any experimental, developmental, or research work under the contract, Provider agrees to comply with 29 CFR 97.34 and 97.36(i)(9) pertaining to discoveries and invention patent rights and 29 CFR 97.34 and 97.36(i)(9) pertaining to copyrights and rights in data.
  - iv. Provider assures that he/she will comply fully with the nondiscrimination and equal



opportunity provision of the Workforce Innovation and Opportunity Act; the Nontraditional Employment for Women Act of 1991, Title VI of the Civil Rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; Title IX of the Education Amendments of 1972, as amended; and with all applicable requirements imposed by or pursuant to regulation implementing those laws, including but not limited to 29 CFR part 34. The United States has the right to seek judicial enforcement of this assurance.

- v. 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.

## **B. QUALIFICATIONS:**

The Contractor shall:

1. Have a minimum of five (5) years of experience working with Out of School Youth ages 16-24 who meet the Workforce Innovation and Opportunity Act eligibility guidelines.
2. Have a minimum of two (2) years of experience of direct job placement for Out of School Youth ages 16-24 who meet the Workforce Innovation and Opportunity Act eligibility guidelines.
3. Provide a copy of current performance standards and measurements directly related to a minimum of two (2) of experience working with Out of School Youth ages 16-24 who meet the Workforce Innovation and Opportunity Act eligibility guidelines.
4. Provide at least four (4) references for proof of competency from past jobs using the Reference and Release Form provided in the bid document and submit with the bid. Only Contractors who in the opinion of the County and WorkSource DeKalb are sufficiently experienced with the type of work listed, are reputable, and have and sustain the labor force sufficient to satisfactorily perform the required work to completion will be considered.
5. Have, as a preference and not a requirement, working knowledge of the Virtual One Stop – Geographical Solutions database.
6. Have, as a preference and not a requirement, current memberships to professional organizations that cater specifically to the Workforce Innovation and Opportunity Act.
7. Provide letters of support from partnering agencies with whom you will work with on this project.
8. Provide a narrative no longer than two (2) pages for each sub-contractor and the sub-contractor references for all sub-contractors you intend to work on this project. Narrative should include the assigned tasks and past performance documents of the assigned tasks.

## **C. PRICING:**

1. Contractor shall provide pricing that is all-inclusive of labor, equipment and delivery of services to provide Out of School Youth Services as listed in the Price Schedule, and in accordance with the Scope of Services.
2. The pricing provided under this RFQ shall remain valid for ninety (90) days after the quote due date and/or for a period of two (2) years post award.

3. This RFQ will be awarded to the responsive and responsible quoter who provides the most comprehensive and applicable information and services for Out Of School Youth services.

## Attachment B – QUOTE FORM

Quoter Name & Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Quoter Email: \_\_\_\_\_

This budget and cost analysis is provided for initial budget planning purposes only. Available funds are an estimate. The Contractor may be required to work with WSD to develop a more refined budget. If you are submitting a quote form for multiple options, each project will need a separate quote form.

OPTION: \_\_\_\_\_ TOTAL # OF YOUTH SERVED: \_\_\_\_\_

	CATEGORY	YEAR 1		YEAR 2		TOTAL BUDGET	
		BUDGET	IN KIND	BUDGET	IN KIND	BUDGET	IN KIND
1	Staff Salaries						
2	Staff Fringes						
<b>A.</b>	<b>Total Personnel (Add 1 &amp; 2)</b>						
3	Staff Training, Conferences, and Travel						
4	Communications						
5	Facilities						
6	Insurance						
7	Operating Supplies						
8	Equipment						
9	Subcontractors						
10	Client Education and Training						
11	Client Work-Based Learning						
12	Client Support Services						
13	Miscellaneous Direct						
<b>B.</b>	<b>Total Direct Costs (Add 1-13)</b>						
14	Indirect Costs						
<b>C.</b>	<b>Total Indirect Costs (List 14)</b>						
15	Profit						
<b>D.</b>	<b>Total Profits (List 15)</b>						
	<b>Budget Total (Add B, C, &amp; D)</b>						

**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

Name of Quoter

\_\_\_\_\_  
Name of Authorized Signer (Typed or Printed)

\_\_\_\_\_  
Date

## Attachment C

### REFERENCE CHECK AND RELEASE FORM

List below at least four (4) 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. References must be current, have business transactions within the past twelve (12) months, and still be working with the company listed as the reference. Due to a conflict of interest, neither WorkSource DeKalb nor WorkSource DeKalb Staff (current or prior) may serve as a reference.

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			

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 D

### REFERENCE CHECK AND RELEASE FORM (SUB-CONTRACTORS)

List below at least four (4) 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. References must be current, have business transactions within the past twelve (12) months, and still be working with the company listed as the reference. Due to a conflict of interest, neither WorkSource DeKalb nor WorkSource DeKalb Staff (current or prior) may serve as a reference.

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			

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 E**

**CONTRACTOR AFFIDAVIT**

By executing this affidavit, the undersigned verifies its compliance with O.C.G.A. § 13-10-91, as amended, stating affirmatively that the 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. § 13-10-91, as amended]. The affiant agrees to continue to use the federal work authorization program throughout the contract period.

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

\_\_\_\_\_  
BY: Authorized Officer or Agent

\_\_\_\_\_  
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 F**

**CONTRACTOR AFFIDAVIT – SUBCONTRACTORS**

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

\_\_\_\_\_  
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 G**

**SUB-SUBCONTRACTOR AFFIDAVIT UNDER O.C.G.A. § 13-10-91**

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

\_\_\_\_\_  
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 H

### FINANCIAL CAPABILITY FORM

I. Fiscal Controls

Briefly describe the accounting system and internal control utilized in assuring fiscal accountability. Specify method of accounting used. Indicate if there is an approved indirect cost rate for this organization. Attach to this form a copy of the indirect cost rate approval letter, if applicable.

II. Audit

Indicate if this organization is subject to the Single Audit Act \_\_\_\_\_.

Attach to this form a letter from your auditor which confirms that your organization has a financial system in place that provides for acceptable internal controls and contract compliance of applicable laws and regulations. The letter should specifically address the fact that federal and state taxes are completed on a regular basis.

III. Financial Capability

Provide a copy of the organization's most recent financial statements for the last 3 years or audit that clearly shows cash reserves or liquid assets to be used for activity start-up costs.

IV. If the Service Provider is a corporation, the corporation and its affiliates must be properly registered with the Secretary of State's Office. Attach a copy of registration certificate.

V. (For Profit Bidders) Local Business License Number: \_\_\_\_\_

City/County of License: \_\_\_\_\_

VI. State Unemployment Insurance Tax Number (DOL Acct. Number) \_\_\_\_\_.

# ATTACHMENT I

## SAMPLE STANDARD COUNTY CONTRACT

THIS AGREEMENT made as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, (hereinafter called the “execution date”) by and between DEKALB COUNTY, a political subdivision of the State of Georgia (hereinafter referred to as the “County”), and \_\_\_\_\_, an \_\_\_\_\_ organized and existing under the laws of the State of \_\_\_\_\_, with offices in \_\_\_\_\_ County, \_\_\_\_\_ (hereinafter referred to as “Contractor” or “Provider”), shall constitute the terms and conditions under which the Contractor shall provide Services and Instruction to Out of School Youth in DeKalb County, Georgia.

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

### ARTICLE I. CONTRACT TERM

The Provider shall commence the Work under this Contract immediately from the execution date. As required by O.C.G.A §36-60-13, this Contract shall (i) terminate without further obligation on the part of the County each and every December 31<sup>st</sup>, as required by O.C.G.A. § 36-60-13, as amended, unless terminated earlier in accordance with the termination provisions of this Contract; (ii) automatically renew on each January 1<sup>st</sup>, unless terminated in accordance with the termination provisions of this Contract; and (iii) terminate absolutely, with no further renewals, on December 31, 2019, unless extended by Change Order adopted and approved by the DeKalb County Governing Authority and the Contractor in accordance with the terms of this Contract.

### ARTICLE II. PAYMENT

As full payment for the faithful performance of this Contract, the County shall pay the Contractor, the Contract Price, which is an amount not to exceed XXXXX (~~XXXXXXXX~~), unless changed by written Change Order in accordance with the terms of this Contract. The term “Change Order” includes the term “amendment” and shall mean a written order authorizing a change in the Work, and an adjustment in Contract Price to Contractor or the Contract Term, as adopted and approved by the Contractor and the DeKalb County Governing Authority, or the Chief Executive Officer, if exempted from Governing Authority adoption and approval in accordance with the express terms of this Contract. The County’s Chief Executive Officer or his/her designee shall have the authority to approve and execute all change orders to contracts up to an absolute value of 20% of the original contract, provided the total change order amount is less than \$100,000.00. If the original contract or purchase order price does not exceed \$100,000.00, but the change order will make the total price of the contract exceed \$100,000.00, then the change order requires approval by official action of the Governing Authority. Change orders to contracts that did not require official action of the Governing Authority upon the original execution thereof and which amend the scope of work, term, time and/or total cost not exceeding \$100,000.00, may be approved by the Chief Executive Officer or his designee(s) in the same manner as the original contract. Amounts paid to the Contractor shall comply with and not exceed the *Contractor’s Cost Proposal* consisting of XX page(s) attached hereto as Attachment 1 of this agreement and incorporated herein by reference. Payment is to be made no later than thirty (30) days after submittal of undisputed invoice.

Invoice(s) must be submitted as follows:

- A. Original invoice(s) must be submitted to:  
Designated County Project Manager

### **ARTICLE III. SCOPE OF WORK**

The Contractor agrees to provide services and instruction to out-of-school youth between the ages of 16 - 24 years old in the program areas of career placement, general education development (GED) attainment, and occupational skills certification in accordance with the *County's Request for Quotes No. 15-16-16.03-005 Services and Instruction to Out of School Youth (Multi-Year Contract)* and addenda, excerpt attached hereto as Attachment 2 and incorporated herein by reference, and the *Contractor's Response to the County's Request for Quotes No. 15-16-16.03-005* thereto, attached hereto as Attachment 3 and incorporated herein by reference.

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

### **ARTICLE IV. GENERAL CONDITIONS**

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

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

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

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

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

**F. Termination of Agreement.** The Contractor understands and agrees that the date of the beginning of Work, rate of progress, and time for completion of the Work are essential conditions of this Contract. The County may, for its own convenience and at its sole option, without cause and without prejudice to any other right or remedy of County, elect to terminate the Contract by delivering to the Contractor, at the address listed in the Notices article of this Contract, a written notice of termination specifying the effective date of termination. Such notice shall be delivered to Contractor at least thirty (30) days prior to the effective date of

termination. If Contractor's services are terminated by the County, the termination will not affect any rights or remedies of the County then existing or which may thereafter accrue against Contractor or its surety. In case of termination of this Contract before completion of the Work, Contractor will be paid only for the portion of the Work satisfactorily performed through the effective date of termination as determined by the County. Neither party shall be entitled to recover lost profits, special, consequential or punitive damages, attorney's fees or costs from the other party to this Contract for any reason whatsoever. This Contract shall not be deemed to provide any third-party with any remedy, claim, right of action, or other right. The parties' obligations pursuant to this Section shall survive any acceptance of Work, or termination or expiration of this Contract.

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

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

1. Certificates of Insurance in companies doing business in Georgia and acceptable to the County covering:
  - (a) Statutory Workers' Compensation Insurance, or proof that Contractor is not required to provide such coverage under State law;
    - (1) Employer's liability insurance by accident, each accident \$1,000,000
    - (2) Employer's liability insurance by disease, policy limit \$1,000,000
    - (3) Employer's liability insurance by disease, each employee \$1,000,000
  - (b) Professional Liability Insurance on the Contractor's services in this Agreement with limit of \$1,000,000;
  - (c) Comprehensive Automobile Liability Insurance with a minimum \$1,000,000 Combined Single Limit/Each Occurrence (Including operation of non-owned, owned, and hired automobiles).
  - (d) 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
  - (e) Umbrella or Excess Insurance. Umbrella or excess insurance is to be provided with General Liability, Auto Liability and Employers Liability scheduled as underlying policies with limits not less than the following:
    - \$5,000,000 per occurrence
    - \$5,000,000 aggregate
  - (f) Sexual Abuse/Sexual Misconduct with a minimum limit of \$1,000,000. If included in any other policies, Contractor must state that.
2. Additional Insured Requirement:
  - (a) The County, its elected officials, officers, employees and agents, hereinafter referred to in this article and in the article entitled "Certificates of Insurance" as "the County and its officers" are to be named as additional insured on all policies of insurance except worker's compensation insurance with no cross suits exclusion. The County and its officers shall be included as additional insureds under commercial general liability and commercial umbrella insurance, for liabilities arising out of both the ongoing and completed operations of Contractor. Such additional insured coverage shall be endorsed
 

to Contractor's policy by attachment of ISO Additional Insured Endorsement forms CG 20 10 10 01 (ongoing operations) and CG 20 37 10 01 (products-completed operations), or form(s) providing equivalent coverage.
  - (b) All coverages required of the Contractor will be primary over any insurance or self-insurance program carried by the County.
  - (c) If the Contractor is a joint venture involving two (2) or more entities, then each independent entity will satisfy the limits and coverages specified here or the joint venture will be a named insured under each respective policy specified.
3. Certificates of Insurance must be executed in accordance with the following provisions:
  - (a) Certificates to contain policy number, policy limits, and policy expiration date of all policies issued in accordance with this Agreement;
  - (b) Certificates to contain the location and operations to which the insurance applies;

- (c) Certificates to contain Contractor's protective coverage for any subcontractor's operations;
- (d) Certificates to contain Contractor's contractual liability insurance coverage;
- (e) Certificates are to be **issued** to:

DeKalb County, Georgia  
 Director of Purchasing & Contracting  
 Maloof Administration Building, 2<sup>nd</sup> Floor  
 1300 Commerce Drive  
 Decatur, Georgia 30030

- 5. The Contractor shall be wholly responsible for securing certificates of insurance coverage as set forth above from all subcontractors who are engaged in this work.
- 6. The Contractor agrees to carry statutory Workers' Compensation Insurance and to have all subcontractors likewise carry statutory Workers' Compensation Insurance.
- 7. Contractor agrees to waive all rights of subrogation and other rights of recovery against the County and its officers and shall cause each Subcontractor to waive all rights of subrogation for all coverage, excluding Professional E&O.
- 8. Failure of the County to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the County to identify a deficiency from evidence provided will not be construed as a waiver of the Contractor's obligation to maintain such coverage. Contractor understands and agrees that the purchase of insurance in no way limits the liability of the Contractor.
- 9. Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least sixty (60) days prior written notice to the County. Policies and Certificates of Insurance listing the County and its officers as additional insureds (except for workers' compensation insurance) shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in this Contract.
- 10. If the County shall so request, the Contractor will furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies. Contractor shall be responsible and have the financial wherewithal to cover any deductibles or retentions included on the certificate of insurance.

**I. Georgia Laws Govern.** The laws of the State of Georgia shall govern the construction of this Contract without regard for conflicts of laws. Should any provision of this

Contract require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party, by reason of the rule of construction, that a document is to be construed more strictly against the party who itself or through its agent prepared same; it being agreed that the agents of all parties have participated in the preparation hereof, and all parties have had an adequate opportunity to consult with legal counsel. In interpreting this Contract in its entirety, the printed provisions of this Contract, and any additions written or typed hereon, shall be given equal weight, and there shall be no inference by operation of law or otherwise; that any provision of this Contract shall be construed against either party hereto.

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

**K. Contractor and Subcontractor Evidence of Compliance; Federal Work Authorization.** Pursuant to O.C.G.A. §13-10-91, the County cannot enter into a contract for the physical performance of

services unless the Contractor, its Subcontractor(s) and sub-subcontractor(s), as that term is defined by state law, register and participate in the Federal Work Authorization Program to verify specific information on all new employees. Contractor certifies that it has complied and will continue to comply throughout the Contract Term with O.C.G.A. §13-10-91 and any related and applicable Georgia Department of Labor Rule. Contractor agrees to sign a *Contractor Affidavit under O.C.G.A §13-10-91* evidencing its compliance with the Federal Work Authorization Program. The signed affidavit is attached to this Contract as Attachment 4 and incorporated by reference. Contractor agrees that in the event it employs or contracts with any Subcontractor(s) in connection with this Contract, Contractor will secure from each Subcontractor an affidavit that certifies the Subcontractor's current and continuing compliance with O.C.G.A. §13-10-91 throughout the Contract Term. Any signed *Subcontractor Affidavit under O.C.G.A §13-10-91* obtained in connection with this Contract shall be attached hereto as Attachment 5 and incorporated by reference. Each Subcontractor agrees that in the event it employs or contracts with any sub-subcontractor(s), each Subcontractor will secure from each sub-subcontractor an affidavit that certifies the sub-subcontractor's current and continuing compliance with O.C.G.A. §13-10-91 throughout the Contract Term. Any signed *Sub-subcontractor Affidavit under O.C.G.A §13-10-91* obtained in connection with this Contract shall be attached hereto as Attachment 6 and incorporated by reference.

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

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

work or services rendered under this Contract shall be those of the Contractor, not the County.

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

**O. First Source Jobs Ordinance.** The DeKalb County First Source Jobs Ordinance requires contractors or beneficiaries entering into any type of agreement with the County, including purchase orders, regardless of what they may be called, for the procurement or disposal of supplies, services, construction projects, professional or consultant services, which is funded in whole or part with County funds or County administered funds in which the contractor is to receive \$50,000 or more in County expenditures or committed expenditures and recipient of urban redevelopment action grants or community development block funds administered in the amount of \$50,000 or more make a good faith effort to hire DeKalb County residents for at least 50% of jobs using the First Source Registry (candidate database). The work to be performed under this contract is subject to the provisions of the DeKalb County First Source Jobs Ordinance. For more information on the First Source Jobs Ordinance requirement, please contact WorkSource DeKalb at [www.worksourcedekalb.org](http://www.worksourcedekalb.org) or 404-687-3400.

**P. Business License.** Contractor shall submit a copy of its current, valid business license with this Contract. If the Contractor is a Georgia corporation, Contractor shall submit a valid county or city business license. If Contractor is a joint venture, Contractor shall submit valid business licenses for each member of

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

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

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

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

**S. Additional Attachments.** This Contract includes the following Additional Attachments all of which are incorporated herein by reference: Attachment 7, *Certificate of Corporate Resolution/Business Organization Documents*; Attachment 8, *Business and Professional License Documentation*; Attachment 9, *Insurance Documentation*; and Attachment 10, *Ethics Rules Executive Order 2014-4 Ethics Rules*.

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

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

**If to the County:**

Chief Procurement Officer  
Department of Purchasing and Contracting



Maloof Administration Building  
1300 Commerce Drive, 2<sup>nd</sup> Floor  
Decatur, Georgia 30030

And

Executive Assistant  
1300 Commerce Drive, 6<sup>th</sup> Floor  
Decatur, Georgia 30030

**If to the Contractor:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

With a copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

**[SIGNATURES CONTINUE ON NEXT PAGE]**

IN WITNESS WHEREOF, the parties hereto have set their hands and caused their seals to be affixed hereupon in four (4) counterparts, each to be considered as an original by their authorized representatives, on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**CONTRACTOR’S LEGAL NAME**

**DEKALB COUNTY, GEORGIA**

By: \_\_\_\_\_(SEAL)  
Signature

\_\_\_\_\_ **by Dir.**(SEAL)

MICHAEL L. THURMOND  
Chief Executive Officer  
DeKalb County, Georgia

\_\_\_\_\_  
Name (Typed or Printed)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Federal Tax I.D. Number

\_\_\_\_\_  
Date

**ATTEST:**

**ATTEST:**

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Name (Typed or Printed)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**APPROVED AS TO SUBSTANCE:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Department Director Signature

\_\_\_\_\_  
County Attorney Signature

\_\_\_\_\_  
Department Director Name (Typed or Printed)  
Department Name

\_\_\_\_\_  
County Attorney Name (Typed or Printed)