



DeKalb County
GEORGIA

**DeKalb County
Department of Purchasing and Contracting**

March 26, 2018

REQUEST FOR PROPOSALS (RFP) NO. 18-500484

FOR

**REQUEST FOR PROPOSALS
CAREER AND TRAINING SERVICES
ADULT AND/OR DISLOCATED WORKERS**

CONTRACT PERIOD: JULY 1, 2018 THROUGH JUNE 30, 2020

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Pre-Proposal Conference:	March 30, 2018 at 10:00A.M., WorkSource DeKalb, 774 Jordan Lane, Decatur, Georgia 30033, and note if mandatory.
Deadline for Submission of Questions:	5:00 P.M. ET, April 6, 2018
Deadline for Receipt of Proposals:	<u>3:00 P.M. ET, April 24, 2018</u>

Note: All Budget/Cost information must be provided in a separate, sealed envelope. Do not include Budget/Cost information in the Proposal.

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Arabic

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Korean: 중요! 본 문서는 귀하의 권리, 책임 및/또는 이익에 관한 **중요한 정보**를 포함하고 있습니다. 귀하가 본 문서에 있는 정보를 이해하는 것은 대단히 중요하며, 귀하가 원하는 언어로 정보를 제공받으실 수 있습니다. **WorkSource DeKalb at (404) 687-3400/www.worksourcedekalb.org** 로 전화하여 본 문서에 있는 정보의 번역 및 이해를 위해 도움받으시길 바랍니다.

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

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

March 19, 2018

REQUEST FOR PROPOSAL (RFP) No. 18-500484

FOR

**REQUEST FOR PROPOSALS
CAREER AND TRAINING SERVICES
ADULT AND/OR DISLOCATED WORKERS**

DEKALB COUNTY, GEORGIA

Workforce Innovation and Opportunity Act (WIOA)

The Workforce Innovation and Opportunity Act (WIOA) was signed into law on July 22, 2014 by President Barack Obama. WIOA became effective on July 1, 2015. WIOA reauthorizes the Workforce Investment Act (WIA) of 1998 and includes amendments to the following legislative titles:

1. **Title I – Workforce Development Activities:**
 - Authorizes job training and related services to unemployed or underemployed individuals (Adults, Dislocated Workers and Youth) and establishes the governance and performance accountability system for WIOA. Administered through the United States Department of Labor, Employment & Training Administration (DOLETA).
2. **Title II – Adult Education and Literacy:**
 - Authorizes education services to assist adults in improving their basic skills, completing secondary education, and transitioning to postsecondary or advanced education.
Administered through the United States Department of Education (DoED).
3. **Title III – Amendments to the Wagner-Peyser Act of 1933:**
 - Amends the Wagner-Peyser Act of 1933 to integrate the U.S. Employment Service (ES) into the One-Stop system authorized by WIOA. Administered through the United States Department of Labor, Employment Services (DOLES).
4. **Title IV – Amendments to the Rehabilitation Act of 1973:**
 - Amends the Rehabilitation Act of 1973 to authorize employment-related

vocational rehabilitation services to individuals with disabilities to integrate vocational rehabilitation into the One-Stop system. Administered through United States, Department of Education (DoED).

WIOA serves as the primary workforce development legislation intended to strengthen, bring strategic coordination, and align investments and innovative practices among workforce, education, and economic development providing customers with access to the highest quality of services that lead to in-demand career opportunities.

For more information on WIOA, use the following links to access relevant Federal and State directives/guidance:

Federal laws, regulations, guidance and other information on WIOA can be found here:

<https://www.doleta.gov/WIOA/>

WorkSource DeKalb's Policies and Procedures Manual:

The Office of Management and Budget's (OMB's) Guidance for Grants and Agreements can be viewed here: http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

State WIOA Policy and Guidance can be found here: <http://www.georgia.org/competitive-advantages/workforce-division/worksource-georgia/resources/technical-assistance/>

WorkSource DeKalb Board & WorkSource DeKalb

The WorkSource DeKalb Board (WSDB) is a 22-member board established to administer workforce services and oversee the implementation of WIOA in the DeKalb Local Workforce Development Area comprising of a One Stop facility located in Decatur, Georgia.

This area is identified as Region 3, Area 5, as defined by the Georgia Department of Economic Development, Workforce Division.

DeKalb County Government serves as the fiscal and administrative agent, and workforce grant sub-recipient, for the WSDB via WorkSource DeKalb. As such, WorkSource DeKalb (WSD) is charged with providing staff support to the WSDB and implementing WIOA programs and services under direction of the WSDB. For more information about WSDB and the local and regional workforce plans, visit <http://www.worksourcedekalb.org>.

I. INTRODUCTION

- A. WorkSource DeKalb, (hereinafter referred to as WSD) formerly DeKalb Workforce Development, is issuing this Request for Proposals (RFP) for the purpose of selecting a qualified contractor to provide Career and Training Services for WIOA Adults and Dislocated Workers programs under the Workforce Innovation and Opportunity Act of 2014 (WIOA) in DeKalb County, Local Workforce Development Area 5. A copy of the WIOA regulations may be accessed via the U.S. Department of Labor website (<https://www.doleta.gov/WIOA/>).
- B. This contract will be a two (2) year contract. The first contract period is July 1, 2018 to June 30, 2019. Subsequent contracts will be renewed based on satisfactory performance until the end of the award period. It is anticipated that the initial contract will be awarded by July 1, 2018.
- C. WIOA funding for each program year is determined by USDOL, based on an established formula for WIOA State Formula Funds awarded to each state. In the State of Georgia, those funds are then allocated to the Local Areas using a formula determined by the State. For local adult and dislocated worker awards, funding is awarded and effective in two phases: effective on July 1st and on October 1st of each year. The funding amount in this RFP is an estimate only. The estimate is subject to federal budgetary policy decisions. Funding of contracts will be according to actual availability of funds. All funding under this RFP is contingent upon WorkSource DeKalb's receipt of funds.

For planning purposes Respondents should assume a total funding for each service not to exceed:

- Career & Training Services Funding
 - o Adult Formula Funding: 1st Year \$1,000,000 and 2nd \$1,000,000
 - o Dislocated Worker Formula Funding: 1st Year \$1,000,000 and 2nd \$1,000,000

Total Career Services funding: \$4,000,000 for a total of 2 years combined grant funding.

A separate proposal is required for each funding stream selected (Adults and /or Dislocated Workers).

Note: The above amounts are provided for planning purpose only, both in total and for county allocations, and does not commit WorkSource DeKalb (WSD)/WSDB to award a contract(s) for this amount. The Respondent is responsible for proposing a reasonable total cost for delivering the services described in this RFP not to exceed the amounts indicated above. Funding and corresponding service delivery during the contract period may be adjusted due to changes in funding received and/or county allocation rate changes.

The initial contract term under this solicitation is from July 1, 2018 through June 30, 2019. Provided that measurable outcomes are successfully achieved and that sufficient funds are available, WSD Board will have the option to extend the contract for up to an additional one (1) additional one-year periods with Board approval as follows:

Optional Extension One – July 1, 2019 to June 30, 2020

Note: The option to extend is not guaranteed and the award of the initial contract does not imply an exercise of the option to extend and is based on award from USDOL and State allocations to WorkSource DeKalb. The option to extend is at the discretion of DeKalb County and is not guaranteed.

- D. The deliverables at the end of the project should result in eligible WIOA Adults and/or Dislocated Workers securing self-sufficient wages. Services options are listed in this RFP.
- E. The following Required Documents Checklist includes a list of appendices which must be completed and returned with Responder's technical proposal:

<i>Appendix</i>	<i>Required Documents</i>
Appendix A	Budget/Cost Proposal
Appendix B	Budget/Cost Proposal Cover Sheet
Appendix C	Required Documents Checklist
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Appendix U	Career and Training Services Workflow Logistics Model
Appendix V	Pre – Award Risk Assessment Tool

- F. The services shall commence ***July 1, 2018*** after acknowledgement of receipt of written

notice to proceed.

G. The County reserves the right to make one (1) award or multiple awards.

II. STATEMENT OF WORK

This Request for Proposals (RFP) is issued by WorkSource DeKalb (WSD), soliciting proposals to provide Adult and Dislocated Worker services (Career & Training Services). WorkSource DeKalb (WSD) is seeking entities or individuals who can advance the overall mission of WIOA by incorporating the three hallmarks of excellence in the daily operation of services provided.

WIOA's three hallmarks of excellence are:

1. The needs of businesses and workers drive workforce solutions and local boards are accountable to communities in which they are located.
2. One-Stop Centers (or American Job Centers) provide excellent customer service to jobseekers and employers and focus on continuous improvement.
3. The workforce system supports strong regional economies and plays an active role in community and workforce development.

Successful Contractors to this RFP must demonstrate the capacity to recruit and determine eligibility for Adults and/or Dislocated Workers; effectively manage statewide services consistent with the WSD one-stop service delivery model; commit to several program elements deemed by the WSDB to be required components of the Adult and/or Dislocated Worker program designs; and recognize the direct oversight and leadership role that WSD shall maintain in managing service delivery contracts.

The overall purpose of the Adult and Dislocated Worker program is to provide viable pipelines to assist with the employment and training opportunities of eligible Adult and Dislocated Worker. This is completed through one of the three (3) following program designs:

Grant Selection (more than one grant can be selected):

<i>Select Funding Option(s)</i> <i>(A Separate Proposal is required for each funding option.)</i>	
Adult	Dislocated Worker

Program Overview (more than one option can be selected):

	Program Name	Program Description	Goal
OPTION A	Work-Based Learning (OJT & WEX) and Direct Placement	Provide work based learning opportunities (i.e. Internships), host career fairs, and/or facilitate hiring events that lead to sustainable unsubsidized wages and permanent employment. Additionally, provide relevant work readiness training and job development workshops.	Program participants are placed in unsubsidized full-time employment opportunities within the High Demand Industry Sectors, receiving a minimum of \$13 per hour, with a minimum of thirty-two (32) hours work week for twelve (12) months of initial program enrollment per contract term.
OPTION B	Individual Training Account (ITA) Occupational Certification Attainment – AND – Direct Placement	Provide occupational skills training within the High Demand Industry Sectors using the State of Georgia’s Eligible Training Provider List and/or an approved training provider list as per Federal, State, and Local Policy. Reference Option A Program Description – Direct Placement	Program participants must complete occupational skills training, receive a national and/or state recognized credential, and (if applicable) pass all required exams associated with the certification within twelve (12) months of the initial program enrollment per contract term. Reference Option A Program Goal – Direct Placement.
OPTION C	Direct Placement	Provide career planning assessments to determine appropriate career pathway. Reference Option A Program Description – Direct Placement	Reference Option A Program Goal – Career Placement.

Background

On behalf of the WSDB, WorkSource DeKalb focuses on demand-driven workforce solutions by providing data and resources for businesses seeking a skilled workforce; as well as providing workforce solutions for dislocated workers and qualified unemployed/underemployed adults. The primary method of delivering these services is through a One Stop Career Center that assist people seeking employment, training and education services. Funding through WSD is provided for residents who live in, or have been laid off from their jobs in DeKalb County.

The Workforce Innovation and Opportunity Act's primary service delivery tool is the one-stop system. The one-stop system provides the eligible local population access to the federally funded services of the required partners' programs. The Act requires each Local Workforce Development Area (LWDA) to establish, at a minimum, one comprehensive One-Stop Center which makes all the required partners' programs available through either dedicated staff or direct linkage during normal business hours. In addition to the comprehensive One-Stop Center, LWDA's may have affiliate service locations which provide access to one or more of the required partners' programs. These affiliate sites and the comprehensive One-Stop Center together make-up each LWDA's one-stop system.

The comprehensive One-Stop Center for the DeKalb County is WorkSource DeKalb, located in DeKalb County, Georgia. WSDB also provides a mobile unit with scheduled stops to multiple locations throughout the DeKalb County service area.

Career & Training Services Provider Roles

WIOA authorizes "career services" for adults and dislocated workers, rather than "core" and "intensive" services, as authorized by WIA. There are three types of "career and training services": basic career services, individualized career services, and follow-up services. These services can be provided in any order as there is no sequence requirement for these services. Career and training services under this approach provide local areas and service providers with flexibility to target services to the needs of the customer. WIOA defines the required activities authorized for Adults and Dislocated Workers. Respondents are encouraged to read WIOA, related administrative regulations, and State guidance to understand the scope of authorized activities. These activities include:

- eligibility determination (must meet WIOA eligibility before any services are provided to participant);
- adult education and literacy activities;
- career counseling;
- career planning;
- comprehensive skills assessments;
- development of an Individual Employment Plan;
- financial literacy;
- group counseling;
- in depth interviewing and evaluation of barriers to employment;
- information and assistance with establishing eligibility for financial aid and assistance for educational programs other than WIOA;
- information on supportive services available through other programs;
- initial assessment of skills;
- job readiness training;
- job search and placement assistance;
- occupational skills training;
- out of area job search;
- outreach and intake;
- private sector training programs;

- provision of information on in-demand occupations and non-traditional employment;
- provision of labor market information;
- recruitment and other business services for employers;
- referrals to partner programs and other available programs in the community;
- short term prevocational services;
- skill upgrading and retraining;
- soft skills training;
- supportive service needs;
- supportive services;
- training services;
- work experience;
- work-based learning programs include On-The-Job Training, Incumbent Worker Training, and Apprenticeships;
- follow-up services.

ADULT AND DISLOCATED WORKER ELIGIBILITY

To be eligible to receive WIOA services as an adult in the adult and dislocated worker programs, an individual must:

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

WIOA Adult and Dislocated Worker Eligibility (General WIOA Eligibility)

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

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

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

- *Acceptable documents that establish Citizenship (Identity):*
- *Acceptable documents that establish Employment Eligibility:*
- *Driver's License issued by a Canadian government authority*
- *ID Card issued by federal, state, or local government agency or entity – must contain photograph or information, such as name, date of birth, gender, height, eye color, and address*
- *Permanent Resident Alien Card or Alien Registration Receipt Card (INS Form I-551)*
- *U.S. Passport (unexpired or expired)*
- *Unexpired Employment Authorization Document issued by DHS*
- *Unexpired Employment Authorization Document that contains a photograph (INS Form I-688, I 688-A, I- 688B, or I-766)*

- *Unexpired Foreign Passport, with temporary I-551 stamp or attached unexpired Arrival-Departure Record, INS Form I-194, bearing the same name as the passport and containing an endorsement of the alien's nonimmigrant status, if that status authorizes the alien to work for a US employer.*
- *US Citizen ID Card (INS Form I-179)*
- *US Coast Guard Merchant Mariner Card*
- *US Military Card or Draft Record*
- *US Social Security Card issued by the Social Security Administration*
- *Valid Driver's License or ID Card issued by a state or U.S. Territory*

In addition to the above Citizenship and Employment Eligibility requirements, all male applicants for WIOA funded services must be able to prove they have properly registered with Selective Service or are exempt from doing so.

Additional Requirements for Adults.

Adults must be either unemployed or underemployed

Income is the amount of all reportable income for each family member for the prior six (6) months. This amount multiplied by two (2) is the total annualized family income.

Family income means all includable income actually received from all sources by all members of the family during the income determination period. However, when computing family income, the income of a spouse and/or other family members shall only be counted for that portion of the income determination period that the person was actually a part of the family of the applicant.

Family size for the determination period is the maximum size of the family during such period. All items not expressly excluded are includable income.

Applicants having low or no income should complete an applicant statement that describes their means of support in the last six months.

Note: Applicants having low or no income should complete an applicant statement that describes their means of support in the last six (06) months.

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

Six-Month Income Guidelines for WIOA: Low Income Level Figures Effective May 30, 2017

<i>Family Size</i>	<i>Metropolitan Areas</i>	<i>Metro 200% LLSIL</i>
<i>1</i>	<i>\$6,030</i>	<i>\$12,060</i>
<i>2</i>	<i>\$8,120</i>	<i>\$16,240</i>
<i>3</i>	<i>\$10,364</i>	<i>\$20,728</i>
<i>4</i>	<i>\$12,794</i>	<i>\$25,588</i>
<i>5</i>	<i>\$15,101</i>	<i>\$30,202</i>

6	\$17,661	\$35,322
7	\$20,221	\$40,442
8	\$22,781	\$45,562
For each over 8 Add:	\$2,560	\$2,520

A dislocated worker is an individual who meets one of the following five sets of criteria:

1. The individual:

- a. has been terminated or laid off through no fault of their own or has received a notice of no-fault termination or layoff from employment;*
- b. is eligible for or has exhausted entitlement to unemployment compensation or has been employed for a duration sufficient to demonstrate attachment to the workforce but is not eligible for unemployment compensation due to insufficient earnings or having performed services for an employer that was not covered under a state's UI law; and*
- c. is unlikely to return to a previous industry or occupation.*

2. The individual:

- a. has been terminated or laid off through no fault of their own or has received a notice of no-fault termination or layoff from employment as a result of any permanent closure of, or any substantial layoff at a plant, facility, or enterprise;*
- b. is employed at a facility at which the employer has made a general announcement that such facility will close within 180 days; or*
- c. for purposes of eligibility to receive services other than training services, career services, or support services, is employed at a facility at which the employer has made a general announcement that such facility will close.*

3. The individual was self-employed (including employment as a farmer, a rancher, or a fisherman) but is unemployed as a result of general economic conditions in the community in which the individual resides

- a. or because of natural disasters. This includes individuals working as independent contractors or consultants but not technically employees of a firm.*

4. The individual is a displaced homemaker, as defined in WIOA § 3 (16). A displaced homemaker is an individual who has been providing unpaid services to family members in the home and who:

- a. is unemployed or underemployed and experiencing difficulty finding or upgrading employment; and*
- b. has been dependent on the income of another family member but is no longer supported by that income; or*
- c. is the dependent spouse of a member of the Armed Forces on active duty and whose family income is significantly reduced because of a deployment, a call or order to active duty, a permanent change of station, or the service-connected death or disability of the member.*

5. The individual is a separating service member from the Armed Services with a discharge other than dishonorable, the separating service member qualifies for dislocated worker activities based on the following criteria:

- a. The separating service member has received a notice of separation (DD214) from the Department of Defense or other documentation showing a separation or imminent separation from the Armed Forces to satisfy the termination or layoff*

eligibility criteria (These documents must meet the requirement that the individual has received a notice of termination or layoff, to meet the required dislocated worker definition);

- b. The separating service member is eligible for or has exhausted of unemployment compensation for Ex- service members (UCX); and*
 - c. As a separating service member, the individual meets the eligibility criteria that the individual is unlikely to return to a previous industry or occupation in the military. (TEGL 19-16).*
- 6. The individual is the spouse of a member of the Armed Forces on active duty who:**
- a. has experienced a loss of employment as a direct result of relocation to accommodate a permanent change in duty station of such member; or*
 - b. is unemployed or underemployed and experiencing difficulty finding or upgrading employment.*
 - c. is the dependent spouse of a member of the Armed Forces on active duty and whose family income is significantly reduced because of a deployment, a call or order to active duty, a permanent change of station, or the service-connected death or disability of the member.*
- 7. The individual is underemployed, which is defined as:**
- a. A person who was laid off from a previous employer, but has found employment earning wages that are 85% or less of the salary that was paid at the employer of dislocation; and/or*
 - b. A person who is in employment that uses significantly less skills or abilities than the job of dislocation and is not commensurate with the individual's demonstrated level of educational attainment.*
- 8. An individual who may have been separated for cause, filed an appeal to UI and was determined to be 'no-fault' and eligible for UI (based on that employers contributions) may be eligible as a dislocated worker.**
- 9. Definitions and Documentation Required for 'Unlikely to Return' to a previous industry or occupation.³**
- a. In order to be considered as unlikely to return to a previous industry or occupation, an individual must meet at least one of the following criteria and the individual file should contain the 'Unlikely to Return' checklist and appropriate supporting documentation.***
 - b. The individual worked in a declining industry or occupation, as documented on State and locally developed labor market information, such as Georgia Labor Market Explorer, Burning Glass or EMSI. (Local high demand as well as declining occupation lists must be developed by an appropriate entity, such as the LWDB, local Chamber of Commerce, economic development agency, a qualified consultant/educational entity, or other valid public use quality source of labor market information.)*
 - c. A plant closure or substantial layoff (within the labor market area in the same industry or occupation) has occurred in the last six months.*
 - d. The individual has been actively seeking, but unable to find employment in their previous industry or occupation for a period of ninety days or more.*

- e. *The individual was “separated” from active military duty under conditions other than dishonorable.*
- f. *The spouse of active military personnel who must leave their job in order to follow their spouse to their new permanent station and meets the definition of “unlikely to return” to previous industry/occupation.*
- g. *The individual worked in an industry or occupation for which there are limited job orders in Employ Georgia at the time of eligibility determination, as documented by WorkSource DeKalb.*
- h. *Individual is not sufficiently educated and/or does not have the necessary skills for reentry into the former industry or occupation, as documented through an assessment of the individual’s educational achievement levels. (Since a WIOA funded assessment cannot be conducted until after WIOA eligibility, a self-assessment or prior assessment of skills by another qualified entity may be used).*
- i. *Individual has had a lack of job offers as documented by the WorkSource DeKalb, rejection letters from employers in the area or other documentation of unsuccessful efforts to obtain employment in the prior industry or occupation.*
- j. *Individual cannot return to their previous industry or occupation because of physical or other limitations, which would prevent reentry into the former industry or occupation, as documented by a physician or other applicable professional (e.g. Psychiatrist, psychiatric social worker, chiropractor, etc.)*
- k. *Individuals laid off on a temporary basis with a specific return date and/or determined by UI to be attached to an employer (leave of absence, etc.) do not meet the criteria of unlikely to return to work in a previous industry or occupation.*

Work-Based Learning Training Activities

Work Experience (WEX): A work experience or internship is a planned, structured learning experience that takes place in a workplace for a limited period of time. Work experiences or internships may be paid or unpaid, as appropriate and consistent with other laws, such as the Fair Labor Standards Act. A work experience or internship may be arranged within the private for-profit sector, the non-profit sector, or the public sector.

On-The-Job Training (OJT): OJT provides reimbursements to employers to help compensate for the costs associated with skills upgrade training for newly hired employees and the lost production of current employees providing the training (including management staff). OJT training can assist employers who are looking to expand their businesses and who need additional staff trained with specialized skills. OJT employers may receive up to 50% reimbursement of the wage rate (in certain circumstances up to 75%) of OJT trainees to help defray personnel training costs.

- **Target Populations – Adults and Dislocated Workers** in need of new employer-based skills, individuals with barriers to employment including: unemployed workers (including long-term unemployed), underemployed workers, and older/out-school-youth.

A. Core Program Requirements

- Each program should be designed to provide services and successful employment outcomes documented in the State Case Management System for WIOA eligible adults and dislocated workers for the duration of the contract. Recruitment of appropriate targeted adult and/ or dislocated worker populations will be the responsibility of the contractor and in adherence with the WIOA guidelines. Please see a list of other WIOA services that may be assigned to WIOA eligible customers:

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

Service codes are via the State's case management database system, Geographic Solutions

- Contractors are required to integrate basic skills with job specific skills, where appropriate, for all participants.
- Programs must provide career services as a connection to subsidized or unsubsidized employment also known as Work Based Training. Efforts must be made to inform and educate eligible adults and/or dislocated workers of the in-demand occupations in the local area. Internship opportunities in these high demand occupations are highly encouraged. (All internship employer locations must be properly vetted by the contractor and approved by WSD.)
- Programs must include collaborations with at least two (2) partners from the following categories:
 - An education entity (i.e. a technical school, community college, or university);
 - A business or business consortium;
 - A community or faith-based organization; or
 - A government agency (i.e. social service agency, public housing agency, probation or other related program).

B. Measuring Performance and Outcomes

1. The Contractor shall be responsible for achieving WIOA program performance goals. Performance goals shall be revised each contract year on an annual basis. Performance goals are established by USDOL. Performance goals are tracked through the Quarterly Performance Report.
2. The Contractor must demonstrate achievement of the outcomes on at least an annual basis and 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's approval. Failure to obtain an approved corrective action plan, or to reach outcome targets after an approved corrective action plan has been implemented, may be considered unsatisfactory Contractor performance. WSD reserves the right to terminate the contract, or any portion thereof, with sixty (60) days advance written notice, due to unsatisfactory Contractor performance.
3. Regarding performance goals and reporting requirements, the Contractor shall:
 - a. Achieve all WIOA performance goals/measures as specified in the contract agreement .
 - b. Conduct follow-up services for all WIOA participant exiters and report on results as defined by WIOA regulation and/or WSD policy.
 - c. Work in concert with a wage verification an agency in developing the quarterly and annual performance reports assist WSD in conducting data validation activities consistent with federal requirements.

C. Case Management

1. Entities delivering the WIOA services to adults and/or dislocated workers are required to case manage adults and/or dislocated workers upon enrollment into services which is inclusive of follow-up services.
2. All eligible adult and/ or dislocated workers shall receive an Individual Employment Plan (IEP) that includes employability development plans, service objectives and plans, as well as educational and personal development goals. Goals and plans must be reviewed and updated every 90 days. Contractors will be required to use the IEP template provided by WSD.
3. During the program period, adults and/or dislocated workers shall go through an intake and assessment process with an IEP to guide their program involvement through the individual's participation term.
4. Contractors shall maintain a digital and hard copy case file for each eligible adults and/or dislocated workers. The files will be considered WSD property and original files must be turned over to the WSDB at the end of the contract unless other arrangements are made during contract termination.
5. Contractors must implement a system that monitors the eligible adult and/ or dislocated workers' time and attendance. Documentation must be submitted to reflect attainment of the minimum training hours and competencies.

D. Marketing, Promotions, and Outreach Activities

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

E. Personnel

1. All staff funded with WIOA funds shall have a written job description with roles and responsibilities specific to the delivery of WIOA services as specified in this RFP. In addition, if the contractor selects more than one funding (Adults and Dislocated Workers), staff will be required to complete a Time Allocation form. The Contractor may not assign WIOA-funded staff to any duties or responsibilities beyond the comprehensive delivery of WIOA services without the express written consent of WSD.
2. The Contractor must have sufficient staff and equipment (including computers and laptops) to ensure direct access to services in its location.
3. The Contractor shall submit a staffing plan to WSD for approval on an annual basis. The staffing plan shall be sufficient to provide for staff to deliver services on a statewide basis through the WSD office, yet cost effective to ensure the maximum use of funds for participant training.
4. The Contractor must be willing to maintain maximum staff flexibility to allow for the mobilization of appropriate staff to meet new and/or unexpected service delivery demands within the state.
5. The Contractor shall notify WSD immediately of any vacant WIOA position, when new

- staff is expected to be hired, and be committed to filling staff vacancies with qualified candidates without delay.
6. The Contractor shall assign an administrator to serve as the contract manager to work with WSD on all issues related to carrying out the terms and conditions of the contract between WSD and Contractor.
 7. The Contractor shall ensure that WIOA funded staff , at a minimum, have the following skills, knowledge and/or abilities:
 - a) customer services skills
 - b) computer literacy skills sufficient to perform accurate and timely data entry and other data collection functions
 - c) knowledge of labor market information and resource tools
 - d) knowledge of skills and work readiness assessment techniques and tools
 - e) skilled in techniques for coaching others
 - f) ability to succeed in a “team-work” environment
 - g) knowledge of history and purpose of workforce development programs
 - h) fiscal staff is knowledgeable in OMB guidelines applicable to basic cost allocation plans, budgeting, system payment processes, training payments, etc.
 8. The Contractor shall ensure that all staff hired to work under this contract are trained in the following areas:
 - a) WIOA process and procedures, specifically WIOA eligibility procedures, employment plans and assessment.
 - b) conducting intensive assessments, including the use of specific assessment tools approved for use by USDOL and/or WSD.
 - c) planning for successful performance outcomes.
 - d) information on re-employment services available through WSD .
 - e) the use of specific USDOL workforce development/one-stop service Internet tools (e.g. Americas Career Net Tool, Americas Service Locator, MyNextMove, O*NET) .
 - f) the use of Labor Market Information in determining career goals.
 - g) the use of the participant tracking system case management system, reporting requirements and interpretation of reported data.
 - h) the rules and procedures governing confidentiality, and ensure a signed confidentiality form is included in the personnel file of each WIOA-funded staff person.
 9. The Contractor shall ensure that all staff funded through this contract have undergone a criminal background check and do not have any violations or convictions that could adversely affect the WIOA participants served under this program.
 10. The Contractor shall ensure that all staff read and sign the Statement of Confidentiality form provided by WSD, and that all such forms are filed in the individual personnel files maintained by the Contractor.
 11. The Contractor shall maintain full-time staff positions assigned to perform local quality assurance functions, including internal compliance monitoring of WIOA services and data validation responsibilities.
 12. Any sub-contracted staff shall be identified as such by the Contractor, and shall meet or exceed the staffing requirements articulated herein.

F. Programmatic & Financial Reporting and Management Requirements

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

1. Programmatic:

- a. Timely and accurate data entry in the participant tracking management system to ensure current information is available for Quarterly and Final Quarterly Performance Reports (QPRs).
- b. Quarterly plan versus actual enrollment reports.
- c. Mid-year and year end performance and expenditure reports.
- d. Contractors will be required to use participant tracking database for enrollment, activity and performance report modules to manage system performance on the local level.
- e. A written year-end program performance report by no later than the last day of August following the program year end date.
- f. Corrective action reports as deemed necessary.
- g. Ad-hoc reports requested by USDOL and/or WSD as deemed necessary.

2. Financial:

- a. Invoice for services and related expenses shall be billed monthly. Invoices are due by the last day of the month following the reporting month.
- b. The Contractor shall use the invoice format provided by WSD.
- c. 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.
- d. Reporting Administration costs separate from Program costs consistent with federal cash management policies and procedures.
- e. The Contractor must report financial expenditure on an ACCRUAL basis (accrual reporting is required).

3. Property Management:

- a. The Contractor must maintain a fixed asset inventory system that clearly identifies all non-expendable property with a life expectancy of one year or more and a unit price of \$100 or more which is purchased or leased with WIOA funds.
- b. The Contractor will be required to submit to WSD a complete property inventory report that identifies all property (defined as a unit cost of \$250 or more) and equipment (defined as a unit cost of \$5,000 or more) at the end of each program year.

WSD reserves the right to adjust reporting requirements, upon mutual agreement with the Contractor, if such adjustments are deemed necessary to meet program objectives.

Regarding system management requirements and reporting, the Contractor shall:

1. Develop and maintain effective financial systems for the planning and budgeting of WIOA funds in accordance with WIOA regulations and applicable OMB guidelines.

2. Maintain participant hard copy and electronic case management system files in compliance with WIOA rules and regulations, and WSD procedures and policies.
3. Utilize the system at the time of registration/intake to avoid incomplete information and/or re-work, and ensure that all WIOA customer information is entered into the system within a specified period of time in accordance with WSD policy and procedures.
4. 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.
5. 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.
6. Comply with all established reporting requirements, ensuring accurate and timely submissions
 - a. Under WIOA, certain quantifiable performance measurements must be met each year. Contractors shall be required to track adult and/ or dislocated workers progress throughout enrollment and a follow-up period of not less than 12 months after program exit.
 - b. All eligible adult and/ or dislocated workers information must be entered into the participant tracking database, as mandated by the State. Access will be provided by WSD. All contractors must cooperate in the collection of accurate and appropriate enrollment and exit data.
 - c. Performance Target

<i>ADULT</i>	<i>Definition</i>	<i>Performance Goals</i>
Employment Rate 2nd Qtr. After Exit	% of participants in unsubsidized employment 2nd quarter; employment measured 4-6 months after exit	76.0%
Employment Rate 4th Qtr. After Exit	% of participants in unsubsidized employment; employment 10-12 months measured after exit	77.0%
Median Earnings 2nd Qtr. After Exit	Median earnings of participants after entry into unsubsidized employment; 4-6 months after exit	\$6,500
Credential Attainment within 4 Qtrs. After Exit	% of participants who obtain a recognized credential, secondary diploma during participation, or industry recognized credential related to training	73.0%
<i>DISLOCATED WORKER</i>	<i>Definition</i>	<i>Performance Goals</i>

Employment Rate 2nd Qtr. After Exit	% of participants in unsubsidized employment	81.5%
Employment Rate 4th Qtr. After Exit	% of participants in unsubsidized employment	81.0%
Median Earnings 2nd Qtr. After Exit	Median earnings of participants after entry into unsubsidized employment	\$6,600
Credential Attainment within 4 Qtrs. After Exit	% of participants who obtain a recognized credential, secondary diploma during participation, or industry recognized credential related to training	76.0%

Performance measures change each program year and are re-negotiated by the State with WSD. All updates regarding performance measures will be shared by WSD to the contractor.

7. For the purposes of this RFP:
 - a. A placement has been defined as entered into employment in an in-demand industry.
 - b. A participant is considered to have successfully completed a service when he/she has a.) Q2 Enter Employment, b.) Q4 performance and c.) Median earnings.
 - c. A program participant has been exited when program services have concluded and the twelve (12) month follow-up period has been initiated.
 - d. Any adult and/ or dislocated workers institutionalized/incarcerated for more than 90 days or relocated to a mandated residential program at exit, adult and/ or dislocated workers exited for health/medical reasons or deceased, and adult and/ or dislocated workers called up for active duty are excluded from all performance measures.
 - e. WIOA funds will only be available to programs that deliver and document achievement of the above performance measures for WIOA eligible adults and/ or dislocated workers.

G. Local Program Monitoring

Regarding local program monitoring and outcome management responsibilities, the Contractor shall:

1. Conduct a comprehensive internal monitoring of WIOA program operations a minimum of twice per year (December (mid-point) and June (end-point)), using the monitoring tool approved by WSD, and submit a complete copy of each monitoring report to WSD for each monitoring activity.
2. Conduct monitoring of each office at least once within the program year to ensure program compliance; including the monitoring of any Contractor/sub-recipient relationships. A complete copy of each monitoring report shall be submitted to WSD.
3. Conduct pro-active management and monitoring of end-of-program performance outcome projections on the local level and make timely program/service delivery

- system adjustments as needed to achieve planned outcomes.
4. Conduct a comprehensive internal fiscal monitoring review at least once per program year that includes a fiscal review of any and all sub-contracts funded in full or part with WIOA funds.
 5. Cooperate with WSD monitoring, and allow for full access to information, records and staff for compliance monitoring purposes.
 6. Respond to monitoring report findings and/or corrective action directives within the time frames specified.
 7. Assist with problem resolution for any audit and/or federal compliance findings

H. Contracting Possibilities

Regarding contracting responsibilities/requirements, the Contractor shall:

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

I. Policies and Procedures

Regarding policies and procedures, the Contractor shall:

1. Develop appropriate operational and fiscal policies and reporting procedures to ensure federal and state goals, objectives, and performance measures are met. Prior to implementation, all policies must be reviewed and approved by WSD.
2. Ensure that all staff are sufficiently trained in WIOA operational policies and reporting procedures.
3. Ensure that all newly developed policies and procedures are shared with all staff within 10 days of the policy/procedure effective date.
4. Engage other WSD partners in developing new policy and procedures that impact how WIOA services will be provided.
5. Assign administrative level staff to assist in the development/revision of the State WIOA Plan, implementation of pilot projects or other undertakings identified and agreed upon by WSD, WSD Consortium members and the Contractor.

J. Participant Confidentiality

Regarding participant confidentiality, the Contractor shall:

1. 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.
2. Take reasonable steps to ensure the physical security of all data gathered, and inform each of its employees, Contractors, and sub-recipients having any involvement with personal data or other confidential information, of the laws and regulations relating to

confidentiality.

K. Eligible Training Provider (ETP)

1. The Contractor shall train staff on the ETP process in the role of assisting participants in understanding the ETP process (www.workreadyga.gov).
2. The Contractor shall ensure that participants are only enrolled in training programs that will lead to employment in an occupation on the in-demand in accordance with the state issued occupations in-demand list
3. The Contractor shall train staff in the use of the Consumer Report System (www.onetonline.org)
4. The Contractor shall place in the local policy/procedures handbook, all ETP policy and procedures, both state and local level, including exception/waiver provisions that exist, or may be developed, and train staff in these policies and procedures.

L. Grievance Procedures and Customer Complaints

1. The Contractor shall provide all applicants for WIOA services a written grievance procedure notice, and ensure that a signed copy attesting to the receipt of this information is included in each applicant's hard copy file. See be for link for Grievance form.
2. The Contractor shall train all staff in the WIOA grievance procedure process, which shall take precedence over any other Contractor-specific grievance procedures and policies when applied to WIOA funded participants/employees, and ensure that copies of all grievance policy and procedures are available in each WSD office
3. The Contractor shall inform WSD immediately of all complaints oral and written, formal or informal, which are received by or about any WIOA funded staff.
4. The Contractor shall respond to all oral or informal e-mail "complaints" received directly, or forwarded by WSD within two days from receipt of the complaint.
5. To access the WIOA grievance and complaint policy and form, please follow the link below:
6. WSD_WIOA EO and Grievance_Complaint Policy_Revised 1_19_2018_0.pdf

M. Dispute Resolution

1. The Contractor agrees to use administrative processes and negotiation in attempting to resolve disputes arising from a contract. The Contractor shall continue performance of the contract activities during such dispute and shall immediately submit written request for informal review and consultation to WSD. Should the dispute not be resolved at this level within thirty (30) calendar days of such request, the Board, through its committee, shall review the disputed matter and after consultation with the Board Chair, and the Contractor, shall resolve same in accordance with standards as set forth in WIA Section 184, and such decision shall be rendered in writing and become binding to all parties. Nothing in this paragraph shall imply that the Contractor is prevented from appealing the State pursuant to WIOA regulations.

N. Corrective Action

1. WSD reserves the right to conduct monitoring and evaluation of the performance provided under this contract. WSD will notify the Contractor in writing of any

deficiencies noted during such 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.

O. Legal Authority

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

P. Independent Contractors

1. It is expressly understood and agreed by both parties that WSD is subcontracting with the Contractor as an independent Contractor and that the Contractor agrees to indemnify WSD against all disallowed costs or other claims which may be established by the Contractor or any third party occurring in connection with the services to be provided by the Contractor under this contract.
2. 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 State's case management system (i.e. Geographic Solutions 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 two (2) 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 WSD and/or the Board 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. There will be 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 USDOL requirements.
 - h. 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.
 - i. Be required to achieve established performance goals on an annual basis; failure to meet performance goals shall require corrective action and/or be used as a factor in determining future contract awards.
 - j. Be required to ensure that participant confidentiality is maintained at all times.
 - k. Be required to recruit and enroll eligible individuals consistent with established enrollment goals.
 - l. 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.
3. The Contractor must have an existing financial infrastructure sufficient to support the processing of WIOA financial reports, WIOA participant training and support service payments, and the availability of non-federal financial resources to cover any costs incurred as a result of erroneous eligibility determinations and/or disallowed program activities.
4. The Contractor shall be registered (and in good standing) to conduct business in the

State of Georgia, and must not be the subject of any past or current federal suspension or disbarment proceedings.

5. The Contractor shall carry appropriate liability and workers compensation insurances.
6. The Contractor must have the ability to carry out the Direct Service Requirements as defined in this RFP.

In addition, Contractors shall abide by State procedures that recognize WSD as the sole contact with the U.S. Department of Labor (USDOL) for all issues related to the implementation and management of WIOA funded activities for DeKalb County in the State of Georgia. As such, all Contractor communication with USDOL regarding WIOA issues must be directed through WSD.

The Contractor shall develop, implement, and maintain statewide WIOA Adult and/ or Dislocated Worker services and/or programs consistent with WIOA regulations, Georgia Department of Economic Development, Workforce Division State Plan and WSD policies and procedures such as, but not limited to, the Workforce Implementation Guidance and Training and Employment Guidance Letters. In carrying out the direct service requirements listed below the Contractor shall:

- 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

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

- A. To provide Career and Training Services to eligible Adults and/or Dislocated Workers as defined in WIOA.
- B. To provide for the application process for adult and/ or dislocated workers who are interested in accessing WIOA services. The application process will be performed according to rules as issued by WSD and/or the U.S. Department of Labor. The WSD case management system shall be the only system used in this process.
- C. To provide eligibility determination for adults and/or dislocated workers entering WIOA programs. This determination will be performed according to rules as issued by WSD, consistent with U. S. Department of Labor regulations. The participant tracking system shall be the only system used in this process.
- D. To provide assessment services including assessment of basic skills, abilities, interests, evaluation of work history, evaluation of support service needs and other assessment instruments that might be of value in assisting the customer. All assessment processes and tools must be approved by WSD prior to implementation and must be applied in a consistent and equitable manner.
- E. To provide for individual employment plans required for participation in WIOA programs. These plans will be documented in the participant tracking system. Each

customer receiving WIOA career services will jointly develop an IEP (Individual Employment Plan) 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 quarterly.
- 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 deliver or assist WSD in the delivery of rapid response services to adults and / or dislocated workers.
- K. To refer customers to other services when the customer is not eligible for participation in WIOA activities.
- L. 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.
- M. To enroll all Trade Act eligible customers in WIOA Adult and/ or Dislocated Worker programs as appropriate, and ensure that services are non-duplicative of those services provided for and/or funded through the Trade Act program.
- N. To provide follow-up services for all participants who exit the program, consistent with WIOA regulations.
- O. To adhere at all times to the Priority of Service policy and procedures established by the WSD.

The Contractor should review each statement below to ensure capacity for compliance before submitting a proposal for consideration. Some items listed below are repetitive of provisions cited earlier in this proposal.

1. All solicitations are contingent upon availability of funds.
2. This RFP is for a two (2) year contract.
3. WSD reserves the right to accept or reject any or all proposals received.
4. The Board is not required to award bids to the lowest Contractor or to the best score, but must make award decisions based on the best overall proposals considering all relevant factors. These factors include, but are not limited to: price, technical qualifications, and demonstrated experience.
5. WSD reserves the right to waive informalities and minor irregularities in offers received.
6. The Board reserves the right to re-release this RFP if no qualified applications are received and/or due to funding restrictions, reallocations, or any other funding/program-related issues at the state or federal level.
7. This RFP does not commit WSD to award a contract.
8. This RFP is for WIOA services and other related programs and funding streams which may become available to WSD during the contract period for same/similar services.
9. WSD reserves the right to request additional data or oral discussion or documentation in support of written offers.
10. No costs will be paid to cover the expense of preparing a proposal or procuring a contract

for services or supplies under WIOA.

11. All data, material, and documentation originated and prepared by the Contractor pursuant to the contract shall belong exclusively to WSD and be subject to disclosure under the Freedom of Information Act.
12. Formal notification to award a contract and the actual execution of a contract are subject to the following: receipt of WIOA funds anticipated, results of negotiations between selected contractor and WSD staff, continued availability of WIOA funds.
13. Any changes to the WIOA program, performance measures, funding level, or board direction may result in a change in contracting. In such instances, WSD will not be held liable for what is in the Contractor's proposal or this Request for Proposals package.
14. Proposals submitted for funding consideration must be consistent with, and if funded operated according to the federal WIOA legislation, all applicable federal regulations, Georgia Department of Economic Development, Workforce Division, and WSD policies and procedures.
15. The Contractor selected for funding must also ensure compliance with the following, as applicable: U.S. DOL regulations 20 CFR Part 652; 29 CFR Parts 96, 93, 37,2, and 98; and 48 CFR Part 31; Office of Management and Budget (OMB) Circulars A-21, A-87, A-110, A-122, and A-133 OR 46 CFR part 31, whichever is applicable.
16. The Contractor will be expected to adhere to WSD procedures to collect, verify, and submit required data as required and submit monthly invoices to WSD.
17. Additional funds received by WSD may be contracted by expanding existing programs or by consideration of proposals not initially funded under this RFP, if such proposals were rated in the competitive range. These decisions shall be at the discretion of WSD.
18. WSD may decide not to fund part or all of a proposal even though it is found to be in the competitive range if, in the opinion of WSD, the services proposed are not needed, or the costs are higher than WSD finds reasonable in relation to the overall funds available, or if past management concerns lead WSD to believe that the Contractor has undertaken more services than it can successfully provide.
19. WSD has a right to fund a lower ranked proposal over a higher ranked proposal because of valid policy considerations, including but not limited to, organizational experience, geographical considerations, leveraging of outside resources, and target populations.
20. Any proposal approved for funding is contingent on the results of a pre-award review that may be conducted by DeKalb County Selection Committee and WSD. This site visit will establish, to WSD's satisfaction, whether the Contractor is capable of conducting and carrying out the provisions of the proposed contract. If the results of the site visit indicate, in the opinion of WSD, that the Contractor may not be able to fulfill contract expectations, WSD reserves the right not to enter into contract with the organization, regardless of WSD approval of the Contractor's proposal.
21. WSD is required to abide by all WIOA legislation and regulations. Therefore, WSD reserves the right to modify or alter the requirements and standards set forth in this RFP based on program requirements mandated by state or federal agencies.
22. Contractors must ensure equal opportunity to all individuals. No individual shall be excluded from participation in, denied the benefits of, or subjected to discrimination under any WIOA-funded program or activity because of race, color, religion, sex, national origin, age, disability, or political affiliation or belief.
23. Contractors must ensure access to individuals with disabilities pursuant to the Americans

with Disabilities Act.

24. Contractors must accept liability for all aspects of any WIOA program conducted under contract with WSD. Contractors will be liable for any disallowed costs or illegal expenditures of funds or program operations conducted. Disallowed costs may not be paid with any other federal funds.
25. Reductions in the funding level of any contract resulting from this solicitation process may be considered during the contract period when a Contractor fails to meet expenditure, participant, and/or outcome goals specified in the contract or when anticipated funding is not forthcoming from the federal or state governments.
26. Contractors will allow local, state, and federal representatives access to all WIOA records, program materials, staff, and participants. In addition, Contractors are required to maintain all WIOA records (both programmatic and financial) for three years, beginning on the last day of the program year. (29 CFR Part 95/ **20 CFR 652**) Records pulled for data validation purposes will restart the three (3) year clock.
27. The contract award will not be final until WSD and the Contractor have executed a mutually satisfactory contractual agreement. WSD reserves the right to make an award without further discussion of the proposal submitted. No program activity may begin prior to final WSD approval of the award and execution of a contractual agreement between the successful Contractor and WSD.
28. WSD reserves the right to cancel an award immediately if new state or federal regulations or policy makes it necessary to change the program purpose or content substantially, or to prohibit such a program.
29. WSD reserves the right to determine both the number and the funding levels of contracts finally awarded. Such determination will depend upon overall fund availability and other factors arising during the proposal review process. Bids submitted which are over the maximum amount of funds specified for this RFP will be rejected.
30. The proposal warrants that the costs quoted for services in response to the RFP are not in excess of those that would be charged any other individual for the same services performed by the Contractor.
31. All Contractors shall purchase annually an organization-wide audit according to the requirements of the Single Audit Act and Office of Management and Budget Circular A-128 or A-133, as appropriate. Commercial organizations will purchase A-128 audits. Include audit costs in the proposed budget detail.
32. Each party shall be responsible for the negligence of its own employees or agents in the performance of this contract. All contracts warrant that the contractor will maintain coverage sufficient to cover contracting activities. At the request of WSD, the contractor will provide certification of third party insurance or self-insurance and bonding. Insurance and bonding coverage will be effective for the term of the contract.
33. Applicants are advised that most documents in the possession of WSD are considered public records and subject to disclosure under the State of Georgia's Public Records Law.
34. Continuation of funding is dependent on availability of federal funds and the Contractor's successful performance to be evaluated at the end of each program year.
35. Attendance is required at any training during the program year deemed mandatory by WSD, and the Contractor must ensure that funds are available to support such attendance.
36. That Contractor will be legally obligated to enter all required data relating to all participants served during the contract period in the State's Virtual One-Stop System

- (VOS). Contractors shall be responsible for keeping participant files up-to-date, especially in time to meet quarterly reporting deadline requirements.
37. The Contractor will be legally obligated to turn over complete data files in the specified electronic format, as well as hard copy case files, to WSD at the time that the Contractor ceases to operate the WIOA Adults and/or Dislocated Workers program.
 38. The Contractor will ensure that criminal record checks are performed for all employees who have direct contact with program participants.
 39. WSD will be monitoring, auditing, and evaluating the Contractor's fiscal records, written policies and procedures, programs and activities throughout the contract period. Contractors must allow WSD staff or its agent full access to all files, policies and procedures, and records relating directly to WIOA funding, client case files, accounting files and records, and any related files and records associated with proper accounting of such funds and clients. Denying access to records, files, policies and procedures, and related information shall be sufficient reason to terminate the contract immediately.
 40. Contractor shall not subcontract in whole or any part any contractual duties without the written prior approval of the WSD. The Contractor remains responsible for assuring compliance by such sub-Contractors with WIOA, Federal, State and local laws, regulations, policies, procedures, and the contract conditions.
 41. All contract staff funded with WIOA funds must agree to the terms of confidentiality and sign a confidentiality agreement to the affect.
 42. The selected Contractor must be in compliance with and/or agree to comply with all of the program assurances and certifications required by WSD and/or State and Federal law as outlined in Certifications, Assurances and Contract Forms, included in this RFP document.
 43. Once a contract is awarded, that Contractor becomes fully responsible for administration of the program(s) and other policies or regulations established by the U.S. Department of Labor, Georgia Department of Economic Development, Workforce Division, WSD, and/or WSDB.
 44. All Contractors must be registered with the Georgia Secretary of State as a Vendor in order to enter into contracts with the State of Georgia. Contractors must provide a current copy of such certification or a copy of the submitted application for certification.

It is the responsibility of the entity seeking to obtain this RFP award to make sure that all required elements and forms are included in the proposal. Proposals that do not include the required elements and forms will be automatically disqualified. No exceptions will be granted. If you have questions about the requirements or feel that special circumstances apply to your proposal, please submit a question in writing to the jm.jones@dekalbcountyga.gov. A written response will be posted on-line.

Budget/Cost information must be provided in a separate, sealed envelope. No Budget/Cost information is to be included in the proposal.

Eligible Respondents

Any non-profit, for-profit, educational or public entity/organization properly organized in accordance with applicable federal, state or local laws is eligible to submit a proposal. To be

eligible, Respondents must be authorized to do business in the State of Georgia and must have been in business for at least three (3) years prior to the point the proposal is submitted. Minority and women-owned and operated businesses are encouraged to submit a proposal. No entity may compete for funds if: (1) the entity has been debarred or suspended or otherwise determined to be ineligible to receive federal funds by an action of any governmental agency; (2) the entity's previous contract(s) with WORKSOURCE DEKALB (WSD)/WSDB have been terminated for cause; (3) the entity has not complied with an official order to repay disallowed costs incurred during its conduct of programs or services. Respondents shall have direct experience with, and extensive knowledge of, the federal workforce investment system and the services and programs associated therewith. Further, Respondents shall document an in-depth knowledge of the fiscal, administrative, and programmatic requirements of the funding utilized by WorkSource DeKalb (WSD)/WSDB.

Schedule

The schedule below provides a general timeframe for the RFP process. WorkSource DeKalb (WSD)/WSDB reserves the right to amend this schedule as needed. Any amendments to the schedule will be noted on the WSD website at www.worksourcedekalb.org.

Date	Time	Action and Location
March 22, 2018		RFP advertised in The Champion
March 26, 2018		RFP Issuance Date
March 29, 2018		RFP advertised in The Champion
March 30, 2018	10:00 A.M.	Pre-Bid Conference at WSD - Not Mandatory
April 6, 2018	5:00 P.M.	Written Questions Deadline
April 11, 2018		Answers to Questions Posted on websites (Addendum)
April 24, 2018	3:00 P.M.	Proposal Deadline (<i>Late submission will not be accepted</i>)
May 16, 2018	2:00 P.M.	Respondent Interviews may be required
May 23, 2018	11:30 A.M.	WSD Board Meeting – approval of vendors
June 19, 2018	9:00 A.M.	Board of Commissioners Committee of the Whole Meeting
June 26, 2018	9:00 A.M.	Board of Commissioners Meeting – vendor approval
June 26, 2018		Notification to selected vendors
July 1, 2018		Contract Start Date

RFP Issuance – The RFP will be posted on WSD’s website (www.worksourcedekalb.org), DeKalb County Purchasing & Contracting Website as well as advertised in the legal organ for DeKalb County, The Champion Newspaper.

Registration for Pre-Bid Conference – To ensure adequate accommodations, potential Respondents must register to attend the Pre-Bid Conference. Although not mandatory, all potential Respondents are encouraged to attend.

Pre-Bid Conference (Not Mandatory) – This is an opportunity for potential Respondents to receive an overview of the RFP and selection process, gain an understanding of the provider expectations, and to make a determination if they are still interested in submitting a proposal.

Written Questions Deadline – Respondents have an opportunity to send written questions to WorkSource DeKalb (WSD)/WSDB regarding the RFP. WorkSource DeKalb (WSD)/WSDB will provide written answers to those questions which will be posted online. WorkSource DeKalb (WSD)/WSDB staff will not answer questions submitted verbally by phone or in person. Email questions will not be answered individually, but will be posted on

the WSD and DeKalb County Purchasing & Contracting website along with all other questions and answers.

Answers to Questions Posted – WorkSource DeKalb (WSD)/WSDB will post answers to all written questions submitted on the date noted on the schedule.

Proposal Deadline – All proposals responding to this RFP must be received at the WSD offices by the date and time stated herein. Late proposals will not be accepted.

Notification of Selection – All Respondents will receive written notification from WorkSource DeKalb (WSD)/WSDB of their selection status. Those Respondents selected will receive additional instructions for contracting with WorkSource DeKalb (WSD)/WSDB.

Contract Start Date – This is the anticipated date the selected Respondents will begin providing WorkSource DeKalb (WSD) WIOA contracted services. This date may be altered during contract negotiations.

Restriction of Communication

From the date of the advertisement of this RFP through provider selection, Respondents are not allowed to communicate about this solicitation or scope with any staff of WSD or WSDB member, except for submission of questions as instructed in the RFP or as provided by any existing work agreement(s). If this provision is violated, WSD reserves the right to reject the submittal of the offending Respondent. All questions regarding this RFP should be submitted in writing to jmjonas@dekalbcountyga.gov.

Contracts with Successful Respondents

Respondent may elect to apply for one or more; therefore, this procurement may result in multiple contracts to one or more Respondents. Contract terms and conditions will be negotiated with successful Respondents for a ***start date no later than July 1, 2018***.

WorkSource DeKalb (WSD)/ WSDB reserves the right to award all or part of the available funds for this project, select all or a portion of a Respondent's proposal, and otherwise negotiate with Respondents to create a full complement of workforce services in the DeKalb service area.

WorkSource DeKalb (WSD)/WSDB payments are made under a cost-reimbursement contract that are based on actual costs. The expected performance delivery outcomes for WorkSource DeKalb (WSD)/WSDB will be linked to the federal common measures, job placements, state performance criteria, quality assurance error rate, customer engagement and follow-up, and other criteria as determined and negotiated between WorkSource DeKalb (WSD)/WSDB and the Contractor.

Due to the nature of WorkSource DeKalb (WSD)/WSDB funding sources, potential changes in legislation and policies, and performance achieved, Respondents are advised that any contract awarded under this RFP may be modified to incorporate such changes and adjustments as warranted.

One Stop Service Area

WSD is comprised of One (1) Comprehensive One Stop Career Center, located in Decatur, Georgia – DeKalb County.

Respondents for adult and dislocated worker *Career & Training Services* are not required to be located in the WorkSource DeKalb's service area (DeKalb County).

- WSDB owns a mobile career center that visits multiple sites throughout DeKalb County on a defined schedule.

Transition

At present, WorkSource DeKalb (WSD)/WSDB contracts with Career and Training Service providers. If the current service providers are not successful Respondents to this RFP, a transition period between the existing service provider and the new service provider will be negotiated. Every attempt will be made to ensure a smooth transition of existing customers between service providers.

III. PROPOSAL FORMAT

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

A. Cost Proposal

1. The cost proposal must be submitted in a separate, sealed envelope with the responder's name and "Cost Proposal for Request for Proposals No. 18-500484 for Career and Training Services for Adults and/or Dislocated Workers on the outside of the envelope.
2. The sealed envelope containing the cost proposal is requested to be included in the sealed package containing the technical proposal.
3. **DO NOT INCLUDE FEES OR COSTS IN ANY AREA OUTSIDE OF THIS COST PROPOSAL.** Including fees in any area outside of the Cost Proposal in its separate, sealed envelope shall result in Responder's proposal being deemed non-responsive.
4. Responders are required to submit their costs on the *Cost Proposal Form*. **Responder shall not alter the cost proposal form.**

5. Budget / Cost Proposal

All Respondents are required to submit a budget spreadsheet and supporting narrative in a separate, sealed envelope. ***All Budget/Cost information must be provided in a separate, sealed envelope. Do not include Budget/Cost information in the Proposal.*** The templates are provided in Excel format and available in the appendices of this document.

Detailed line item budgets must be submitted on the budget forms. Costs included in the proposed budget cannot be paid by another source; they must be actual costs incurred in delivering the proposed services, and these funds **CANNOT** supplant funds already received by the Respondent.

All expenditures must be in compliance with Period of Availability (POA): 2 CFR 215.28 - Period of availability of funds and General Acceptable Accounting Principle (GAAP) FIFO (First In First Out).

The budget narrative must include, at a minimum, the following descriptions:

- Justify each proposed expense included on the budget forms in terms of necessary, allowable and reasonable. Show the method of computation.
- Provide details of the organization's Indirect Cost Rate Plan, overhead and allocated costs. For example, prorating the cost of supplies based on the

number of staff, or the cost of salaries based on percentage of time spent on the Contract.

- If the Respondent is proposing to be reimbursed for Indirect Costs, the Respondent must submit a copy of the approved indirect cost plan that has been approved by the federal cognizant agency for the organization, in order for indirect costs to be considered for payment.
- Provide a process/statement/ contingency plans that your organization has in place to repay WorkSource DeKalb (WIOA Adults and/ or Dislocated Workers Grants) in the event that there are disallowed costs as a result of an audit or monitoring review.
- Describe how the Respondent will financially support the costs of doing business until an invoice can be submitted and paid by WorkSource DeKalb. Note, no advance payments will be made.

Profit Provision: For-profit proposals must include a narrative of your proposed profit along with the deliverables that must be met before profit will be reimbursed to your organization. The profit may not **exceed 15%** of the total operating costs (Salaries, Fringe, Operations, Facilities and Other non-participant costs). Deliverables may be broken down into smaller increments of the total in order to receive a profit payment at predetermined achievement points. Details must be included in the budget narrative.

WorkSource DeKalb staff will conduct an analysis of proposed costs during the proposal review process. Respondents are encouraged to submit their best offer for providing the services solicited in this RFP and to thoroughly describe and justify the proposed costs. This analysis will consider if the proposed costs are necessary, fair, and reasonable; determine if the proposed costs are allowable and allocable; determine if there is no duplication of costs with other programs; ensure that the costs are directly associated with carrying out only the proposed services; and ensure that the proposed costs will benefit the workforce delivery system. All Respondents must follow the requirements established in 2 CFR Part 200.

Note: Budget/Cost information must be provided in a separate, sealed envelope. No Budget/Cost information is to be included in the proposal.

Available Funds and Contract Term

WIOA funding for each program year is determined by USDOL, based on an established formula for WIOA State Formula Funds awarded to each state. In the State of Georgia, those funds are then allocated to the Local Areas using a formula determined by the State. For local adult and dislocated worker awards, funding is awarded and effective in two phases: effective on July 1st and on October 1st of each year.

For planning purposes Respondents should assume a total funding for each service not to exceed:

- Career & Training Services Funding
 - o Adult Formula Funding: 1st Year \$1,000,000 and 2nd \$1,000,000
 - o Dislocated Worker Formula Funding: 1st Year \$1,000,000 and 2nd \$1,000,000

Total Career Services funding: \$4,000,000 for a total of 2 years combined grant funding.

A separate proposal is required for each funding stream selected (Adults and /or Dislocated Workers).

Note: The above amounts are provided for planning purpose only, both in total and for county allocations, and does not commit WorkSource DeKalb (WSD)/WSDB to award a contract(s) for this amount.

The Respondent is responsible for proposing a reasonable total cost for delivering the services described in this RFP not to exceed the amounts indicated above. Funding and corresponding service delivery during the contract period may be adjusted due to changes in funding received and/or county allocation rate changes.

The initial contract term under this solicitation is from July 1, 2018 through June 30, 2019. Provided that measurable outcomes are successfully achieved and that sufficient funds for the additional terms are available, WORKSOURCE DEKALB (WSD)/WSDB will have the option to extend the contract for up to one additional year with Board approval and contract performance as follows:

- *Optional Extension One – July 1, 2019 to June 30, 2020*

Note: The option to extend is not guaranteed and the award of the initial contract does not imply an exercise of the option to extend and is based on award from USDOL and State allocations to WorkSource DeKalb.

Note: Budget/Cost information must be provided in a separate, sealed envelope. No Budget/Cost information is to be included in the proposal.

Conditions for All Proposals

The following conditions are applicable to all proposals:

1. It is the Respondent's responsibility to insure that their proposal meets all submission requirements. Incomplete submittals and proposals submitted after the date and time stated in this RFP will not be considered.
2. If a Respondent submits a proposal in collaboration with other partners to provide components of the activity areas, only one proposal shall be submitted. The proposal should describe the nature of the collaboration and agreements between all parties involved.
3. No proposal will be considered if:
 - a. The entity or any of its partners has been disbarred by an action of any governmental agency; or
 - b. The entity had any contract(s) with WorkSource DeKalb (WSD)/WSDB that had been canceled for cause within the past 2 years;
 - c. The entity has not complied with an official order of any State agency or the U.S. Department of Labor to repay disallowed costs incurred during its conduct of projects or services.
 - d. Budget/ Cost information included in proposal and not provided in a separate and sealed envelope
4. By submission of this proposal, the Respondent certifies that in connection with this proposal:
 - a. The fees or costs in the proposal have been arrived at independently without consultation, communication, or agreement with any other Respondent, or with any competitor for the purpose of restricting competition, as to any matter relating to such fees; and
 - b. No attempt has been made or will be made by the Respondent to induce any other person or firm to submit a proposal for the purpose of limiting or restricting competition.
5. Each person signing the proposal certifies that:
 - a. He/she is the person in the Respondent's organization legally responsible, within that organization, for the decision as to the prices or costs being offered in the proposal and that he/she has not participated in any action contrary to 4 (a) and (b) above; or
 - b. He/she is not the person in the Respondent's organization legally responsible for the decision as to the prices or costs being offered in the proposal; however, that he/she has been **properly authorized in writing, with a copy attached**, to act as agent for the persons legally responsible for such decision, and certifies that such persons have not participated, and will not participate, in any action contrary to 4 (a) and (b) above.
6. Service providers will maintain a drug-free workplace for employees and customers.

Additional Considerations

This RFP does not commit or obligate WorkSource DeKalb (WSD)/WSDB to award a contract, to commit any funds identified in this RFP document, to pay any costs incurred in the preparation or presentation of a proposal to this RFP, to pay for any costs incurred in advance of the execution of a contract, or to procure or contract for services or supplies.

Further, WorkSource DeKalb (WSD)/WSDB reserves the right to:

1. Accept or reject any or all proposals in whole or in part, which it considers not to be in its best interest. No guarantees, expressed or implied, are made by WorkSource DeKalb (WSD)/WSDB or its agents as to the availability of funds.
2. Change or waive any provisions set forth in this RFP.
3. Return non-sufficient proposals without review.
4. Waive informalities and minor irregularities in proposals received.
5. Negotiate any and all proposed terms, conditions, costs, staffing level, services/activities mix, and all other specifics.
6. Request: (a) additional data, (b) technical or price revisions, or (c) oral presentations in support of the written proposal.
7. Determine that an arms-length agreement exists between the Respondent and any subcontractors or vendors they might choose to use.
8. Conduct a pre-award review/risk assessment that may include, but is not limited to, a review of the Respondent's record keeping procedures, management systems, accounting and administrative systems, and program materials.
9. Change specifications and modify contracts as necessary to: (a) facilitate compliance with the legislation, regulations and policy directives, (b) manage funding, and (c) meet the needs of the customers.
10. End contract negotiations if acceptable progress, as determined by WorkSource DeKalb (WSD)/WSDB, is not being made within a reasonable time frame.

Proposal Document Requirements

Respondents are requested to comply with the following document formatting:

Pages: Proposals should be typed, and submitted on 8 ½ by 11-inch plain white paper using 12-point font minimum with 1 inch margins. The use of recycled paper is encouraged.

Double-sided submissions are acceptable, as long as each page is clearly legible. Each page of the proposal, with the exception of the cover sheet should be numbered to indicate “page ____ of ____”. Use the same topic headings, in the same order, as described in Order of Submission below.

Page Limit: Limit the Proposal Narrative to 20 pages. Attachments, budget documents (separate and sealed envelope), and letters of agreement do not count toward the page limit. Avoid extraneous narrative and advertising. The successful Respondent will demonstrate its ability to communicate relevant information to the WorkSource DeKalb (WSD)/WSDB for objective decision-making in a clear and concise manner. Referring the reviewer to a particular page or section elsewhere in the proposal for information is preferred to repeating the information.

Number of copies: One (1) complete original with executed certificates (including original signatures of the authorized signatory), plus six (6) CDs must be submitted along with one (1) electronic copy in Word, Excel, and PDF format via a USB flash drive. Completeness of all copies is the sole responsibility of the Respondent. The original and each copy should be separately bound, in an appropriate binder. Do not bind professionally.

Authorized Signatory: The Respondent’s authorized signatory must sign all signature documents in the proposal. This individual should typically be the Director, President, or Chief Executive Officer of the organization, or any individual who has the authority to negotiate and enter into and sign contracts on behalf of the Respondent’s organization.

Anonymity: It is the desire of WorkSource DeKalb (WSD)/WSDB to conduct the review of each proposal with anonymity as to the Respondent’s identity. The review rating and recommendations will be made based on the quality of the proposal without benefit of knowing the Responding company/organization. Therefore, only the Cover Sheet and Required Certifications should contain the company/organization name. Avoid using the company/organization name elsewhere in the proposal and attachments. Likewise, budget sheets should identify position titles and not actual staff names.

Order of Submission: Respondents are requested to submit proposals in the order outlined in the Proposal Sufficiency Checklist. Please note the following concerning the documents to be submitted in the proposal:

1. Table of Contents should, indicate the beginning page for each section and major subsection, including each attachment.
2. Executive Summary – should be a one-page summary of the proposal’s main concepts.
 - a. Clearly indicate at the top of the Executive Summary the services and locations being proposed.

- b. Business Registration Certificate – Respondents that are private, for-profit, or not-for-profit should provide documentation of registration under either Georgia or their home state’s Secretary of State’s office.
 - c. Fidelity Bond – if no fidelity bond is available, include a letter from the insurer that guarantees coverage if Respondent is selected. Also note that proof of coverage is required within 15 days of negotiated budgets, or Respondents selection may be voided. Required bonding levels are located on *Appendix T: Schedule of Fidelity / Insurance Bonds*.
3. Proposal Narrative – Follow the order in the proposal narrative requirements described in each section of this RFP; using the same titles for section headings.
4. Required Attachments
 - a. Most recent two (2) years of Audited Financial History – adequate documentation includes recent audit reports, the Respondent’s Comprehensive Annual Financial Report (CAFR), independent CPA review, tax records, or another recognized review of accounting process and procedures. Respondents who fail to provide this information will be deemed non-responsive.
5. Other Attachments – May be attached at the Respondent’s discretion, but bear in mind that WorkSource DeKalb’s desire to limit extraneous narrative and paper. Elaborate or expensive bindings, videos, and promotional materials are neither necessary nor desired.

Submission: Respondents should submit their complete proposal package (1 original, 6 CDs, 1 electronic copy) to the WSD by **3:00 p.m. on Tuesday, April 24th 2018**. All submittal packages must be RECEIVED by WSD by this date (not just mailed). Late submittals will not be accepted.

Respondents submitting proposals for both Adults and Dislocated Workers should submit a separate proposal package for each funding stream selected.

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

All qualifying contractors and subcontractors performing work with DeKalb County, Georgia must register and participate in the federal work authorization program to verify the work eligibility information of new employees. Successful responder(s) shall be required to register and participate in the federal work authorization program which is a part of *Sample County Contract*. In order for a Proposal to be considered, it is **mandatory** that the *Responder Affidavit* be completed and submitted with responder’s proposal.

B. Technical Proposal

DO NOT INCLUDE ANY COSTS OF ANY KIND IN THE TECHNICAL PROPOSAL OR ON THE DISCS CONTAINING THE TECHNICAL PROPOSAL.

Technical Proposals must be submitted in a sealed envelope(s) or box(es) with the responder's name and "Request for Proposals No. insert RFP # for Career and Training Services for Adults and/or Dislocated Workers on the outside of each envelope or box.

Responder shall complete a Proposal Cover Sheet, and include this as the first page of the technical proposal.

In order to provide a clear picture of the program design, program activities/services, anticipated outcomes, and the Respondent's capability of delivering the services, please address all of the following areas in order.

1) Organization Overview

- a. Provide a description of your organization to include the following details:
 - i. Briefly describe your organization's mission, history, and accomplishments. How do they align with this funding opportunity and its goals? Include details on services provided, current customer base, funding sources, and funding stability. Why is your organization in the best position to provide career services in your selected communities?
 - ii. Include number of years in operation, size of the organization, and the geographic distribution of the service delivery area.
 - iii. How is the organization currently funded?
 - iv. Describe the internal structure including management and supervisory staff positions to be used to oversee the provision of a Career and Training Services. Attach an organization chart for your company/agency.
 - v. Describe your organization's success in meeting and exceeding performance measures. What were the measures, how were they tracked, how did you perform, what successes are you proudest of, and why do you believe you were successful?

2) Knowledge and Experience

- a. Discuss your understanding of WIOA, administrative regulations, State guidance, and regional and local workforce plans.
- b. Describe past and current activities, programs, or contracts, administered and operated by the Respondent that demonstrate the capability to do the following:
 - i. Provide career services and training to customers;
 - ii. If having previously delivered WIOA services, or overseen delivery of WIOA contracts, discuss performance data for the most recent two program years available and include the most recent program

monitoring report in an attachment. Cite the relevant page or reference number for the attachment in this narrative.

- c. Describe experience in developing and delivering technical assistance and capacity building with workforce staff and organizations.
- d. Describe how your resources, professional contacts, knowledge of the labor market, and special expertise will help the WSD to meet and exceed performance.
- e. Discuss experience assessing customer satisfaction and with handling complaints and/or concerns from customers.
- f. Discuss how you will comply with all federal/state/local regulations.

3) Program Design and Delivery

- a. Describe your proposed Career and Training Services delivery approach to include, but not limited to:
 - i. Describe how the career training services outlined above will be delivered.
 - ii. Describe the program staffing structure, the roles of each position, and how the proposed career and training services program will fit into your current organization and whether current or newly hired staff would be providing the services.
 - iii. Provide job descriptions and qualifications for program staff.
 - iv. Include an organization chart.
- b. Describe how the availability of services to adults and dislocated workers will be marketed in all communities within the proposed service area (DeKalb County). Also describe how recruitment will be conducted with special emphasis on targeted populations (e.g. ex-offenders, veterans, bi-lingual residents, refugees).
- c. Discuss how labor market research/ labor exchange (i.e. GWS Wage Inquiry, Work Number Verification, etc.) services will provide labor market information to the individuals seeking services. Describe experience with sector partnerships and business engagement.
- d. Describe the eligibility, assessment, case management, and counseling services that will be provided to adults and dislocated workers in an integrated system.
- e. Describe career services, training, and follow up services to be provided to these populations under WIOA.
- f. Describe your understanding of the use of in-demand jobs and career pathways for adults and dislocated workers.
- g. Describe how case managers will work in tandem with business services representatives to successfully place participants in employment or work based learning opportunities that are well-suited for their interests, skills and abilities. Include a description of your strategies for development of training plans, job search coaching and assistance in arranging and preparing for employment interviews.
- h. Demonstrate commitment to meeting WIOA performance requirements for the adult and dislocated worker programs by describing how the programs will be managed in an integrated system to meet or exceed each of the applicable performance standards. In addition, provide an assurance that services will be

designed to meet any additional quality standards established by WSD.

- i. Describe how customer feedback will be collected and used to make continuous improvements to services.
- j. Provide a workflow/logistical model.

4) Data and Reporting

- a. The Respondent will propose a data collection, data validation methodology, and reporting method related to the provision of all career services activities.
- b. Discuss proposed approach to records management (both hard copies and electronic) to ensure case files are accurate and meet federal and state requirements.
- c. Discuss process to comply with monitoring and audits and how to consistently maintain file integrity.
- d. Customers who become registered WIOA participants will be entered into the State Data Management System. Discuss knowledge of operating such systems.

5) References:

- a. Responder shall provide three (3) references for projects similar in size and scope to the project specified herein using the *Reference and Release Form* attached hereto as Attachment E.
- b. Provide three (3) references for each subcontractor proposed as a part of the project team. The references shall be for the same or similar types of services to be performed by the subcontractor on projects similar in size and scope to the project outlined in this RFP. Use Appendix E, Subcontractor Reference and Release Form. Make additional copies as needed.

IV. CRITERIA FOR EVALUATION

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

Successful Respondents to this RFP must demonstrate the capacity to effectively manage services consistent with the WSD Career and Training Services delivery model. The below outlines the proposal evaluation criteria and percentage of each in the overall proposal scoring. The bullet points provide *examples* (but not the only topics) of the type of information to be considered in the evaluation process for each section.

A. Program Design, Delivery and Outcomes (30%)

- *Proposed program design model.*
- *Proposed outcomes are relevant to the mission and objectives.*
- *Has detailed a service delivery model that correlates to the proposed outcomes.*
- *Demonstrates how program activities will achieve performance outcomes including:*
 - i. *Ability to meet stated program performance goals and objectives*
 - ii. *Recruiting participants from identified target groups*
 - iii. *Encouraging participants to explore and enter into non-traditional occupations*
- *Ability to integrate basic skills with job specific skills, where appropriate, for all participants.*
- *Coordinating services with other non-WIOA funded service providers.*
- *Timeliness and accuracy in submitting required paperwork.*

B. Program Knowledge an Understanding (20%)

- *Demonstrates a working knowledge of the Act, Final Rules and Regulations, the program services required under WIOA, an understanding of the required performance measures and strategies for achieving measures, and how the effective delivery of services helps to align workforce and economic development efforts in the region.*

C. Financial/Fiscal Accountability (20%)

- *Has financial and administrative experience in managing multiple federal, state, and/or private funding sources.*
- *Provided documents establishing financial history.*
- *Is up-to-date on taxes (income, annual state & federal, payroll tax, etc.).*
- *Provided evidence that acceptable accounting systems are in place.*
- *Provided a proposed budget and narrative, which may include: personnel costs, operational expenses, direct expenses, and other estimated costs.*
- *Budget is adequate and reasonable for the scope of work and service delivery proposed.*

D. Organizational Overview/Experience (10%)

- *Record of past performance with WIOA (or similar program).*
- *Clear and relevant mission/vision.*
- *Description and brief history of the organization.*
- *Demonstrated unique expertise that distinguishes organization.*

E. Technology, Data, & Reporting (10%)

- *Described case management, data, and reporting system process.*
- *Described how they will track and evaluate each performance goals.*
- *Described technological needs in order to assume operation.*
- *Demonstrated an ability to ensure and maintain data integrity.*

F. Budget/ Cost Proposal (10%)

- *Budget/Cost information must be provided in a separate, sealed envelope. No Budget/Cost information is to be included in the proposal.*

V. CONTRACT ADMINISTRATION

A. Standard County Contract

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

B. Submittal Instructions

One (1) original Technical Proposal stamped "Original" and five (5) compact discs with each disc containing an identical copy of the Technical Proposal (do not include the Cost Proposal on the discs); and one (1) original Cost Proposal (see Section III.A. for additional instructions regarding submittal of Cost Proposal) must be submitted to the following address **no later than 3:00 p.m. on April 24, 2018.**

WorkSource DeKalb
774 Jordan Lane, Building #4
Decatur, Georgia 30033

Proposals must be clearly identified on the outside of the packaging with the responder's name and "Request for Proposals No. 18-500484 for Career and Training Services for Adults and/or Dislocated Workers on the outside of the envelope(s) or box(es).

C. Pre-Proposal Conference (if applicable)

A pre-proposal conference will be held at **10:00 a.m.** on the **March 30, 2018** at **WorkSource DeKalb, 774 Jordan Lane, Decatur, Georgia 30033**. Interested responders are strongly encouraged to attend and participate in the pre-proposal conference and site visit. For information regarding the pre-proposal conference and site visit, please contact insert Agent's name at insert phone number or insert email address.

D. Questions

All questions concerning the Project and requests for interpretation of the Contract may be asked and answered at the pre-bid conference; however, oral answers are not authoritative. Questions must be submitted to J Michelle Jones, via email to jmjones@dekalbcountyga.gov, no later than close of business on April 11, 2018. **date**. Questions and requests for interpretation received by the Department of Purchasing and Contracting after this date will not receive a response or be the subject of addenda.

E. Acknowledgment of Addenda

Addenda may be issued in response to changes in the RFP. It is the responsibility of the responder to ensure awareness of all addenda issued for this solicitation. Please acknowledge the addenda and submit to the Department of Purchasing and Contracting as requested. Responder may call J Michelle Jones at 404 / 687 – 3909 or send an email to jmjones@dekalbcountyga.gov to verify the number of addenda prior to submission. Addenda issued for this project may be found on DeKalb County's website, <https://www.dekalbcountyga.gov/purchasing-contracting/bids-itb-rfps>.

F. Proposal Duration

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

G. Project Director/Contract Manager

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

H. Expenses of Preparing Responses to this RFP

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

I. Georgia Open Records Act

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

J. First Source Jobs Ordinance

The 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. Please complete the First Source Jobs Ordinance Acknowledgement and New Employee Tracking Form included in Appendices, First Source Jobs Ordinance (with Exhibits 1 – 4) and submit with the responder's proposal.

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

K. Business License

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

L. Ethics Rules

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

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

M. Right to Audit

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

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

N. DeKalb County, Georgia's Title VI Policy Statement

DeKalb County, Georgia is committed to compliance with Title VI of the Civil Rights Act of 1964 and all related regulations and directives. DeKalb County assures that no person shall on the grounds of race, color, sex, or national origin, as provided by Title VI of the Civil Rights Act of 1964, the Federal-Aid Highway Transportation Act of 1973, and the Civil Rights Restoration Act of 1987 be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. DeKalb County further assures that no person shall on the grounds of age, low income, disability, sexual orientation or gender identity be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity.

DeKalb County assures every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not. In addition, DeKalb County will take reasonable steps to provide meaningful access to services for persons with Limited English Proficiency (LEP).

O. Cooperative Procurement

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

VI. AWARD OF CONTRACT

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

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

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

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

Sincerely,

J Michelle Jones, MBA
404 /687 - 3909
jmjones@dekalbcountyga.gov
WorkSource DeKalb

DeKalb



Connecting Talent with Opportunity
A proud partner of the American[★]JobCenter network

APPENDICES

Appendix A	Budget/Cost Proposal
Appendix B	Budget/Cost Proposal Cover Sheet
Appendix C	Required Documents Checklist
Appendix D	Proposal Sufficiency Checklist
Appendix E	Contractor Reference and Release Form
Appendix F	Subcontractor Reference and Release Form
Appendix G	Sample County Contract
Appendix H	Respondent Affidavit
Appendix I	Subcontractor Affidavit
Appendix J	First Source Ordinance Acknowledgement
Appendix K	Preferred Employee Tracking Form
Appendix L	Subcontractor Affidavit
Appendix M	Statement of Work/ Scope of Work and Narrative
Appendix N	Organizational Capabilities
Appendix O	Assurances and Certifications
Appendix P	Confidentiality Agreement
Appendix Q	Budget Narrative
Appendix R	Letter of Intent To Bid
Appendix S	Organization Workforce Experience
Appendix T	Schedule of Fidelity / Insurance Bonds
Appendix U	Career and Training Services Workflow Logistics Model
Appendix V	Pre – Award Risk Assessment Tool

Appendix A: BUDGET/COST PROPOSAL FORM

COST PROPOSAL FORM

(consisting of 2 pages)

CAREER AND TRAINING SERVICES FOR ADULTS AND/OR DISLOCATED WORKER

Responder: Please complete the attached pages of the Cost Proposal Form, and return them with this cover page. The cost proposal must be submitted in a separate, sealed envelope with the Responder's name and "Request for Proposals No. 18-500484 Career and Training Services for Adults and/ or Dislocated Workers" clearly identified on the outside of the envelope.

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

Please provide the following information:

Name of Firm: _____

Address: _____

Contact Person Submitting Proposal: _____

Title of Contact Person: _____

Telephone Number: _____

Fax Number: _____

E-mail Address: _____

Signature of Contact Person

Title of Contact Person

Appendix A: BUDGET/COST PROPOSAL COVER FORM

COST PROPOSAL FORM

Responder: State a FIRM FIXED LUMP SUM for all costs, direct and indirect, administrative costs, and all things necessary for Adult and Dislocated Workers Services.

(State the amount in writing on this line.)

\$ _____
(State amount in figures on this line.)

Note to Department:

1. Make sure that the cost proposal form complements the requirements of the RFP.
2. If pricing of different tasks are required, use a separate section for each.
3. Keep it as simple as possible. Remember that the Evaluation Committee has to be able to easily score the cost proposals.

If this is a multiyear agreement, you may want to add a section to include a yearly breakout of costs or a maximum increase in the yearly amount for the calendar year of execution and each possible renewal term.

Appendix A: COST AND BUDGET PROPOSAL

	CATEGORY	YEAR 1	YEAR 2	TOTAL
1	Staff Salaries	\$ -	\$ -	\$ -
2	Staff Fringes	\$ -	\$ -	\$ -
A	Total Personnel			
	(1 + 2)	\$ -	\$ -	\$ -
3	Staff Training, Travel/ Conferences	\$ -	\$ -	\$ -
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	Total Direct Cost (Add Lines 1-13)	\$ -	\$ -	\$ -

14	Indirect Cost	\$ -	\$ -	\$ -
C	Total Indirect Cost (List 14)	\$ -	\$ -	\$ -
15	Profit	\$ -	\$ -	\$ -
D	Total Profits (List 15)	\$ -	\$ -	\$ -
	Budget Total (Add B, C, and D)			

COST AND BUDGET PROPOSAL
(SUBMIT IN A SEPARATE, SEALED ENVELOPE)

1.	(1)	(2)	(3)	(4)	(5)	(6)	(8)	
	#	POSITION TITLE	SALARY	% OF	# WEEKS	TOTAL	PROGRAM	
			PER HOUR /	TIME TO	OR			
			PER WEEK	PROJECT	# HOURS			
		TOTAL STAFF SALARY AND WAGES					\$	\$

2.	<u>STAFF FRINGE BENEFITS (TOTAL)</u>				TOTAL	PROGRAM
	F.I.C.A.	%	X			
	Worker's Comp	%	X			
	Health/Welfare	%	X			
	Retirement / Pension	%	X			
	Other:					

**COST AND BUDGET PROPOSAL
(SUBMIT IN A SEPARATE, SEALED ENVELOPE)**

Vendor:		
	TOTAL	PROGRAM
3.	STAFF TRAVEL (TOTAL)	
	Local : _____ miles per week @ \$ ____ per mile X _____ weeks X _____ staff	\$ _____
		\$ _____
	Other: _____ days per diem @ \$ _____ per day *	\$ _____
	_____ trips @ \$ _____ per trip.	\$ _____
	* Requires WDD Director's written prior approval.	
4.	COMMUNICATIONS (TOTAL)	
	Telephone: Base Rate _____ /mo. X _____ months	\$ _____
		\$ _____
	Long Distance: \$ _____ / mo. X _____ months	\$ _____
		\$ _____
	Other: _____	\$ _____
		\$ _____
	Postage: \$ _____ /mo. X _____ months	\$ _____
5.	FACILITIES (TOTAL)	
	Rent: _____ sq. feet @ \$ _____ /mo. X _____ months	\$ _____
		\$ _____
	Utilities: _____	\$ _____
		\$ _____
	Custodial : _____	\$ _____
		\$ _____
	Other: _____	\$ _____
6.	INSURANCE (TOTAL)	
	Liability Insurance: (Coverage Amount \$ _____)	\$ _____
		\$ _____
	Fidelity Bond: (Amount: \$ _____)	\$ _____
		\$ _____
	Other: _____	\$ _____

COST AND BUDGET PROPOSAL
(SUBMIT IN A SEPARATE, SEALED ENVELOPE)

Vendor:			
		TOTAL	PROGRAM
7.	OPERATING SUPPLIES (TOTAL)		
	Office Supplies (desk top) @ ____/mo X ____ months	\$	
	Project Supplies (client) @ \$____/client X ____ clients	\$	
	Other: _____	\$	
8.	EQUIPMENT (TOTAL)		
	Office Equipment		
	Rent:	\$	
	Purchase:	\$	
	Project Equipment:		
	Rent:	\$	
	Purchase:	\$	
	NOTE: Attach a detailed list of equipment to be leased or purchased		
9.	SUBCONTRACTORS (TOTAL)		
	Name:	Service:	
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
10.	TUITION /OFF THE SHELF (TOTAL)		
	_____ Clients @ ____/Course	\$	
	_____ Clients @ ____/Course	\$	
	_____ Clients @ ____/Course	\$	

COST AND BUDGET PROPOSAL
(SUBMIT IN A SEPARATE, SEALED ENVELOPE)

Vendor		
	TOTAL	PROGRAM
11. CLIENT WAGES (TOTAL)		
_____ Clients X _____ hours per week X _____ weeks @ \$ _____ per hour.	\$ _____	
12. CLIENT FRINGES (TOTAL)		
F.I.C.A. _____ % X \$ _____	\$ _____	
WORKERS COMP _____ % X \$ _____	\$ _____	
OTHER: _____	\$ _____	
13. CLIENT ALLOWANCES (TOTAL)		
_____ Clients X _____ hours / week X _____ weeks @ \$ _____ per hour	\$ _____	
14. CLIENT SUPPORTIVE SERVICES (TOTAL)		
Client Transportation (Marta Equivalent):		
_____ Clients X \$ _____ /week X _____ weeks	\$ _____	
Other Supportive Services:		
	\$ _____	
15. MISCELLANEOUS DIRECT COSTS (TOTAL)		
Specify other direct costs not included elsewhere and include method of calculation.		
	\$ _____	

16.	INDIRECT COSTS (TOTAL)		
	Include basis for computation by evidence of a		
	Federally approved indirect cost rate or by a proposal		
	for a provisional indirect rate to be established and audited by WorkSource DeKalb Department.	\$	

Appendix B: PROPOSAL COVER SHEET

PROPOSAL COVER SHEET

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

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

Company Name		Federal Tax ID#	
Complete Primary Address	County	City	Zip Code
Mailing Address (if different)	City	State	Zip Code
Contact Person Name and Title	Telephone Number (include area code)		
Email Address	Fax Number (include area code)		
Company Website Address	Type of Organization (check one) <input type="checkbox"/> Corporation <input type="checkbox"/> Joint Venture <input type="checkbox"/> Proprietorship <input type="checkbox"/> Government		
<p>Proposals for 8 -500484- Career and Training Services for Adults and / or Dislocated Workers described herein will be received in the WorkSource DeKalb, 774 Jordan Lane, Building #4, Decatur, Georgia 30033 on April 24,2018 until 3:00 p.m. (EST). Proposals shall be marked in accordance with the RFP, Section V.B.</p> <p>CAUTION: The Decatur Postmaster will not deliver certified or Special Delivery Mail to specific addresses within DeKalb County Government. When sending bids or time sensitive documents, you may want to consider a courier that will deliver to specific addresses.</p>			
<p>Proposal Cover Sheet should be signed by a representative of Responder with the authority to bind Responder to all terms, conditions, services, and financial responsibilities in the submitted Proposal.</p>			
Authorized Representative Signature(s)		Title(s)	
Type or Print Name(s)		Date	

Appendix C: Required Documents Checklist

REQUIRED DOCUMENTS CHECKLIST

THE FOLLOWING DOCUMENTS SHALL BE SUMITTED WITH THE PROPOSAL:

<u>ATTACHMENT</u>	<u>DOCUMENTS</u>
Appendix A	Budget/Cost Proposal
Appendix B	Budget/Cost Proposal Cover Sheet
Appendix C	Required Documents Checklist
Appendix D	Proposal Sufficiency Checklist
Appendix E	Contractor Reference and Release Form
Appendix F	Subcontractor Reference and Release Form
Appendix G	Sample County Contract
Appendix H	Respondent Affidavit
Appendix I	Subcontractor Affidavit
Appendix J	First Source Ordinance Acknowledgement
Appendix K	Preferred Employee Tracking Form
Appendix L	Subcontractor Affidavit
Appendix M	Statement of Work/ Scope of Work and Narrative
Appendix N	Organizational Capabilities
Appendix O	Assurances and Certifications
Appendix P	Confidentiality Agreement
Appendix Q	Budget Narrative
Appendix R	Letter of Intent To Bid
Appendix S	Organization Workforce Experience
Appendix T	Schedule of Fidelity / Insurance Bonds
Appendix U	Career and Training Services Workflow Logistics Model
Appendix V	Pre – Award Risk Assessment Tool

<u>RESPONDENT SUBMITTALS</u>	
Organizational Chart	
Staff Qualifications/Job Title/Job Description	
Corporate Registration Certificate	
DUNS Number	
Business License	
Fidelity Bond	
Statement of current UI Payment and State and Federal Withholding Taxes	
Two (2) years of Audited Financial Statements	

Appendix D: Proposal Sufficiency Checklist

WSD staff will screen the proposals to ensure that the submittal meets the sufficiency review standards listed below. A proposal review selection team will then evaluate proposals based on the review criteria defined in this RFP.

Respondent & WSD - Check if the proposal contains the following required components:

Submittal Package	Respondent Check	WSD Check
The original proposal, five (5) hard copies of the proposal, and a thumb drive containing the proposal.		
The proposal contains all of the following:	Respondent Check	WSD Check
Cover Sheet/ Application Packet		
Sufficiency Checklist		
Table of Contents		
Executive Summary (and required attachments)		
- Corporate Registration Certificate		
- DUNS Number		
- Business License		
- Fidelity Bond (insurer letter that guarantees coverage if selected)		
- Statement of Current UI Payment and State/Federal Withholding Taxes		
Proposal Narrative (single spaced, 12-point font, 20 pages maximum)		
- Career & Training Services		
Required Attachments		
- Organizational Chart		
- Job Descriptions		
- Budget Spreadsheets (Separate, sealed envelope)		
- Budget Narrative(Separate, sealed envelope)		
- Cost Allocation Plan(Separate, sealed envelope)		
- Indirect Cost Plan (approved by cognizant agency), if applicable		
- Most recent two (2) years of Audited Financial History		
- Assurances and Certifications		

Appendix E: CONTRACTOR REFERENCE AND RELEASE FORM

CONTRACTOR REFERENCE AND RELEASE FORM

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

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

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

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

REFERENCE CHECK RELEASE STATEMENT

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

Signed _____ Title _____
(Authorized Signature of Responder)

Company Name _____ Date _____

Appendix F: SUBCONTRACTOR REFERENCE AND RELEASE FORM

SUBCONTRACTOR REFERENCE AND RELEASE FORM

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

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

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

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

REFERENCE CHECK RELEASE STATEMENT

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

Signed _____ Title _____
(Authorized Signature of Responder)

Company Name _____ Date _____

Appendix G: SAMPLE COUNTY CONTRACT

AGREEMENT FOR PROFESSIONAL SERVICES

DEKALB COUNTY, GEORGIA

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

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

ARTICLE I. CONTRACT TIME

The Contractor shall commence the Work under this Agreement within ten (10) days from the acknowledgement of receipt of the Notice to Proceed. Contractor shall fully complete the Work within five (5) years from and including the acknowledgement of receipt of the Notice to Proceed. The Contract Time may be extended only by Change Order approved and executed by the DeKalb County Chief Executive Officer or his/her designee and the Contractor in accordance with the terms of this Contract.

ARTICLE II. CONTRACT TERM

The Contractor shall commence the Work under this Contract within ten (10) days from the acknowledgement of receipt of the Notice to Proceed. 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 31st, 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 1st, unless terminated in accordance with the termination provisions of this Contract; and (iii) terminate absolutely, with no further renewals, on December 31, 2021, 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 III. PAYMENT

As full payment for the faithful performance of this Contract, the County shall pay the Contractor, the Contract Price, which is an amount not to exceed _____ (\$_____), unless changed by written Change Order in accordance with the terms of this Contract. The term “Change Order” includes the term “amendment” and shall mean a written order authorizing a change in the Work, and an adjustment in Contract Price to Contractor or the Contract Term, as adopted and approved by the Contractor and the DeKalb County Governing Authority, or the Chief Executive Officer, if exempted from Governing Authority adoption and approval in accordance with the express terms of this Contract. The Chief Executive Officer or his/her designee shall have the authority to approve and execute a Change Order lowering the Contract Price or increasing the Contract Price up to twenty percent (20%) of the original Contract Price, provided that the total amount of the increase authorized by such Change Order is less than \$100,000.00. If the original Contract or Purchase Order Price does not exceed \$100,000.00, but the Change Order will make the total Contract Price exceed \$100,000.00, then the Change Order will require approval by official action of the Governing Authority. Any other increase of the Contract Price shall be by Change Order adopted and approved by the DeKalb County Governing Authority and the Contractor in accordance with the terms of this Contract. Amounts paid to the Contractor shall comply with and not exceed Attachment A, the Contractor’s Cost Proposal, consisting of _____ page(s) attached hereto and incorporated herein by reference. Payment is to be made no later than thirty (30) days after submittal of undisputed invoice.

Invoice(s) must be submitted as follows:

A. Original invoice(s) must be submitted to:

DeKalb County, Georgia
Attention: “USER DEPARTMENT”

ARTICLE IV. SCOPE OF WORK

The Contractor agrees to provide all Career and Training Services for Adults and/ or Dislocated Workers services in accordance with the County's Request for Proposals (RFP) No. 18 -500484, attached hereto as Appendix I and incorporated herein by reference, and the Contractor's response thereto, attached hereto as Appendix II and incorporated herein by reference.

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

ARTICLE V. GENERAL CONDITIONS

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

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

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

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

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

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

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

G. Termination of Agreement The Contractor understands and agrees that the date of the beginning of Work, rate of progress, and time for completion of the Work are essential conditions of this Contract. The County may, for its own convenience and at its sole option, without cause and without prejudice to any other right or remedy of County, elect to terminate the Contract by delivering to the Contractor, at the address listed in the Notices article of this Contract, a written notice of termination specifying the effective date of termination. Such notice shall be delivered to Contractor at least thirty (30) days prior to the effective date of termination. If Contractor's services are terminated by the County, the termination will not affect any rights or remedies of the County then existing or which may thereafter accrue against Contractor or its surety. In case of termination of this Contract

before completion of the Work, Contractor will be paid only for the portion of the Work satisfactorily performed through the effective date of termination as determined by the County. Neither party shall be entitled to recover lost profits, special, consequential or punitive damages, attorney's fees or costs from the other party to this Contract for any reason whatsoever. This Contract shall not be deemed to provide any third-party with any remedy, claim, right of action, or other right. The parties' obligations pursuant to this Section shall survive any acceptance of Work, or termination or expiration of this Contract.

H. Indemnification Agreement The Contractor shall be responsible from the execution date or from the time of the beginning of the Work, whichever shall be the earlier, for all injury or damage of any kind resulting from the Work, to persons or property, including employees and property of the County. The Contractor shall exonerate, indemnify, and save harmless the County, its elected officials, officers, employees, agents and servants, hereinafter collectively referred to in this Section as "the County Indemnitees," from and against all claims or actions based upon or arising out of any damage or injury (including without limitation any injury or death to persons and any damage to property) caused by or sustained in connection with the performance of this Contract or by conditions created thereby or arising out of or any way connected with Work performed under this Contract, as well as all expenses incidental to the defense of any such claims, litigation, and actions. Furthermore, Contractor shall assume and pay for, without cost to the County Indemnitees, the defense of any and all claims, litigation, and actions suffered through any act or omission of the Contractor, or any Subcontractor, or anyone directly or indirectly employed by or under the supervision of any of them. Notwithstanding any language or provision in this Contract, Contractor shall not be required to indemnify any County Indemnatee against claims, actions, or expenses based upon or arising out of the County Indemnatee's sole negligence. As between the County Indemnitees and the Contractor as the other party, the Contractor shall assume responsibility and liability for any damage, loss, or injury, including death, of any kind or nature whatever to person or property, resulting from any kind of claim made by Contractor's employees, agents, vendors, Suppliers or Subcontractors caused by or resulting from the performance of Work under this Contract, or caused by or resulting from any error, omission, or the negligent or intentional act of the Contractor, vendors, Suppliers, or Subcontractors, or any of their officers, agents, servants, or employees. The Contractor shall defend, indemnify, and hold harmless the County Indemnitees from and against any and all claims, loss, damage, charge, or expense to which they or any of them may be put or subjected by reason of any such damage, loss, or injury. The Contractor expressly agrees to provide a full and complete defense against any claims brought or actions filed against the County Indemnitees, where such claim or action involves, in whole or in part,

the subject of the indemnity contained in this Contract, whether such claims or actions are rightfully or wrongfully brought or filed. The County has the sole discretion to choose the counsel who will provide the defense. No provision of this Contract and nothing herein shall be construed as creating any individual or personal liability on the part of any elected official, officer, employee, agent or servant of the County, nor shall the Contract be construed as giving any rights or benefits hereunder to anyone other than the parties to this Contract. The parties' obligations pursuant to this Section shall survive any acceptance of Work, or termination or expiration of this Contract.

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

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

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. Fidelity Bond coverage shall be provided. Coverage limits shall not be less than the amount scheduled in the contract.

4. Certificates of Insurance must be executed in accordance with the following provisions:

- (a) Certificates to contain policy number, policy limits, and policy expiration date of all policies issued in accordance with this Agreement;
- (b) Certificates to contain the location and operations to which the insurance applies;
- (c) Certificates to contain Contractor's protective coverage for any subcontractor's operations;
- (d) Certificates to contain Contractor's contractual liability insurance coverage;

- (e) Certificates are to be issued to:

**DeKalb County, Georgia
Director of Purchasing & Contracting
The Maloof Center, 2nd Floor
1300 Commerce Drive
Decatur, Georgia 30030**

3. 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.
4. The Contractor agrees to carry statutory Workers' Compensation Insurance and to have all subcontractors likewise carry statutory Workers' Compensation Insurance.
5. 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.
6. 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.
7. 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.
8. If the County shall so request, the Contractor will furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies. Contractor shall be responsible and have the financial wherewithal to cover any deductibles or retentions included on the certificate of insurance.

J. **Georgia Laws Govern** The laws of the State of Georgia shall govern the construction of this Contract without regard for conflicts of laws. Should any provision of this Contract require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party, by reason of the rule of construction, that a document is to be construed more strictly against the party who itself or through its agent prepared same; it being agreed that the agents of all parties have participated in the

preparation hereof, and all parties have had an adequate opportunity to consult with legal counsel. In interpreting this Contract in its entirety, the printed provisions of this Contract, and any additions written or typed hereon, shall be given equal weight, and there shall be no inference by operation of law or otherwise; that any provision of this Contract shall be construed against either party hereto.

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

L. **Contractor and Subcontractor Evidence of Compliance; Federal Work Authorization** Pursuant to O.C.G.A. §13-10-91, the County cannot enter into a contract for the physical performance of services unless the Contractor, its Subcontractor(s) and sub-subcontractor(s), as that term is defined by state law, register and participate in the Federal Work Authorization Program to verify specific information on all new employees. Contractor certifies that it has complied and will continue to comply throughout the Contract Term with O.C.G.A. §13-10-91 and any related and applicable Georgia Department of Labor Rule. Contractor agrees to sign an affidavit evidencing its compliance with O.C.G.A. §13-10-91. The signed affidavit is attached to this Contract. Contractor agrees that in the event it employs or contracts with any Subcontractor(s) in connection with this Contract, Contractor will secure from each Subcontractor an affidavit that certifies the Subcontractor's current and continuing compliance with O.C.G.A. §13-10-91 throughout the Contract Term. Any signed Subcontractor affidavit(s) obtained in connection with this Contract. Each Subcontractor agrees that in the event it employs or contracts with any sub-subcontractor(s), each Subcontractor will secure from each sub-subcontractor an affidavit that certifies the sub-subcontractor's current and continuing compliance with O.C.G.A. §13-10-91 throughout the Contract Term. Any signed sub-subcontractor affidavit(s) obtained in connection with this Contract.

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

N. **Contractor's Status** The Contractor will supervise and direct the Work, including the Work of all Subcontractors. Only persons skilled in the type of work which they are to perform shall be employed. The Contractor shall, at all times, maintain discipline and good order among his 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.

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

P. **First Source Jobs Ordinance and Preferred Employees** The Contractor is required to comply with the DeKalb County First Source Jobs Ordinance, Code of DeKalb County as Revised 1988, section 2-231 *et seq.*, and among other things, is required to make a good faith effort to hire DeKalb County residents for at least fifty percent 50% of all jobs created by an Eligible Project, as that term is defined in the First Source Ordinance, using the First Source Registry. Contractors, subcontractors, and independent contractors bidding on this contract will be encouraged by DeKalb County to have 25% or more of their labor forces for this project consist of Preferred Employees selected from the First Source Registry. The First Source Registry has Preferred Employees trained by U.S. Department of Labor registered apprenticeship programs and other partners. For information on Preferred Employees, please contact the DeKalb County Workforce Development by telephone at 404-687-3417 or 404-687-7171 or in person at 320 Church Street, Decatur, GA 30030.

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

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

S. **Appendices** This Contract includes the following Appendices all of which are incorporated herein by reference: Contractor's Cost Proposal; County's RFP; Contractor's Response; Contractor's Affidavit; Subcontractor's Affidavit(s); Sub-subcontractor's Affidavit(s); and Certificate of Corporate Authority or Joint Venture Certificate.

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

and

Executive Assistant
1300 Commerce Drive
Decatur, Georgia 30030

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

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

With a copy to: Director of WorkSource DeKalb
774 Jordan Lane, Building #4
Decatur, Georgia 30033

If to the Contractor:

_____,

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

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

Y. **Funding Clause** The Contractor has been informed and understands that funding for this Contract is provided under the _____ Act and expressly agrees that performance of the Contract, in whole or in part, is contingent upon and subject to the availability of such funding under the _____ Act to the _____, DeKalb County, Georgia.

[SIGNATURES CONTINUE ON NEXT PAGE]

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

DEKALB COUNTY, GEORGIA

By: _____(SEAL)
Signature

_____ **by Dir.**(SEAL)
MICHAEL L. THURMOND
Chief Executive Officer
DeKalb County, Georgia

Name (Typed or Printed)

Title

Federal Tax I.D. Number

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

APPROVED AS TO SUBSTANCE:

APPROVED AS TO FORM:

Department Director

County Attorney Signature

County Attorney Name (Typed or Printed)

Appendix H: RESPONDER AFFIDAVIT

RESPONDER AFFIDAVIT

By executing this affidavit, the undersigned verifies its compliance with O.C.G.A. § 13-10-91, as amended, stating affirmatively that the responder submitting a bid to 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 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].

Responder's Name

Federal Work Authorization
Enrollment Date

BY: Authorized Officer or Agent

Title of Authorized Officer or Agent of Responder

Identification Number

Printed Name of Authorized Officer or Agent

Address (*do not include a post office box)

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
_____ DAY OF _____, 20__

Notary Public
My Commission Expires: _____

Appendix I: SUBCONTRACTOR AFFIDAVIT

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

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

DeKalb County Georgia Government

Name of Public Employer

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

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

By: _____
Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

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

NOTARY PUBLIC
My Commission Expires:

SAMPLE

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

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Sub-subcontractor

Name of Project

DeKalb County Georgia Government_____

Name of Public Employer

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

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

By: _____
Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

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

NOTARY PUBLIC

My Commission Expires:_____

CERTIFICATE OF CORPORATE RESOLUTION

I, _____, certify the following:

That I am the duly elected and authorized Secretary of _____ (hereinafter referred to as the “_____”), an _____ organized and incorporated to do business under the laws of the State of _____; That said corporation has, through lawful resolution of the Board of Directors of the corporation, duly authorized and directed _____, in his official capacity as _____ of the corporation, to enter into and execute the following described agreement with DeKalb County, a political subdivision of the State of Georgia: _____;

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

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

This the _____ day of _____, 20____.

(CORPORATE SEAL)
(Secretary)

Appendix J: First Source Jobs Ordinance Acknowledgement



First Source Jobs Ordinance Acknowledgement

Contract No. _____

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

CONTRACTOR OR BENEFICIARY INFORMATION:

Contractor or Beneficiary Name (Signature)

Contractor or Beneficiary Name (Printed)

Title

Telephone

Email

Name of Business

Please answer the following questions:

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

Please return this form to WorkSource DeKalb, (404)687-3900 or email to fkadkins@dekalbcountyga.gov, malee@dekalbcountyga.gov, vlricksion@dekalbcountyga.gov, or jmjonas@dekalbcountyga.gov

WorkSource DeKalb (WSD) is an EEO/AF/DF/V employer/program. Auxiliary aids/services are available upon request to individuals with disabilities. Persons with hearing impairments may call 1-800-255-0135 or 711 TTY for assistance. WSD is 100% funded by the U. S. Department of Labor and is a proud partner of the American Job Center Network. Revised March 2018

Appendix K: PREFERRED EMPLOYEE TRACKING FORM

PREFERRED EMPLOYEE TRACKING FORM

Name of Responder: _____

Address: _____

Email: _____

Phone Number: _____

Fax Number: _____

Do you anticipate hiring from the WorkSource DeKalb Preferred Employee Candidate Registry: Yes or No (Circle which applies.)

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

Type of Employee(s) or Position(s) you anticipate hiring:	The # you anticipate hiring:

Appendix L: SUB SUBCONTRACTOR AFFIDAVIT

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

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Sub-subcontractor

Name of Project

DeKalb County Georgia Government _____

Name of Public Employer

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

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

By: _____

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

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

NOTARY PUBLIC

My Commission Expires: _____

Appendix M: STATEMENT OF WORK – SCOPE OF WORK CHECKLIST

STATEMENT OF WORK – SCOPE OF WORK CHECKLIST

The Respondent shall complete, sign, and return this entire section as part of your proposal.

The Contractor shall work with the WIOA Comprehensive one-stop in DeKalb County according to WIOA regulations. The contractor shall align with Georgia's WIOA & Wagner-Peyser State Plan, WorkSource DeKalb's Board mission, and local area policy and procedures. (Within this section, the term "local area" is used to identify Administrative Staff operating WIOA services within the Region).

WSB Website:

In carrying out the direct service requirements listed below the contractor shall:

1. Develop and implement all WIOA-funded Adult and/ or Dislocated Worker services consistent with the goals and objectives of WorkSource DeKalb's system.
2. Coordinate Adult and/ or Dislocated Worker services to avoid duplication of services with the WorkSource DeKalb system partner agencies.

The Scope of Work requirements for the contractor shall be as follows:

PROGRAM /FINANCIAL REPORTING & MANAGEMENT REQUIREMENTS	
<input type="checkbox"/>	A. Reporting requirements shall include both program and financial reports and will include but not be limited to the following:
	Programmatic:
<input type="checkbox"/>	A. Timely and accurate data entry in the State's case management system (i.e. Vouchers, Case Notes, Assignment of Services, etc.).
<input type="checkbox"/>	B. Numbers served reporting as required by the local area.
<input type="checkbox"/>	C. Reporting on participation ITA, WBL, and/or Direct Placement activities.
<input type="checkbox"/>	D. Monthly and year end performance and expenditure reports.
<input type="checkbox"/>	E. Corrective action reports as deemed necessary.
<input type="checkbox"/>	F. Ad-hoc reports requested the local area.
	Financial:
<input type="checkbox"/>	A. Invoices for services and related expenses shall be billed monthly. Invoices are due by the 10th day of the month following the reporting month.
<input type="checkbox"/>	B. The contractor shall use the invoice format provided by the local area (other formats must be approved first by the Finance Unit)
<input type="checkbox"/>	C. The contractor shall maintain sufficient documentation on file in their offices to support invoices, and make such documentation available for review by authorized local area staff and/or its auditors. The contractor

	is required to attach detailed documentation to support invoice.
<input type="checkbox"/>	D. The contractor must report financial expenditures on an ACCRUAL basis (accrual reporting is required).
<input type="checkbox"/>	E. The local area reserves the right to adjust reporting requirements, upon mutual agreement with the contractor, if such adjustments are deemed necessary to meet program objectives.
<input type="checkbox"/>	F. Regarding system management requirements and reporting, the contractor shall:
<input type="checkbox"/>	G. Develop and maintain effective financial systems for the planning and budgeting of WIOA funds in accordance with WIOA regulations and applicable OMB guidelines.
<input type="checkbox"/>	H. Maintain customer hard copy and electronic case management system files in compliance with WIOA rules and regulations, and local area procedures and policies.
<input type="checkbox"/>	I. Utilize the State's Case Management system at the time of registration/intake to avoid incomplete information and/or re-work, and ensure that all WIOA customer information is entered into the GWR system within a specified period of time in accordance with local area policy and procedures.
<input type="checkbox"/>	J. Notify local area staff by e-mail of any State's Case Management system problems, or any other system management issues that may interfere with the contractor's ability to monitor and/or report on local performance in a timely manner.
<input type="checkbox"/>	K. Comply with all established reporting requirements, ensuring accurate and timely submissions.
POLICIES AND PROCEDURES	
Regarding policies and procedures, the contractor shall:	
<input type="checkbox"/>	A. Ensure that all staff are sufficiently trained in WIOA operational policies and reporting procedures.
<input type="checkbox"/>	B. Provide staff access to both hard copy and electronic copies of all policies and procedures developed for use by the local area.
<input type="checkbox"/>	C. Ensure that all newly developed policies and procedures are shared with staff as appropriate.
CUSTOMER CONFIDENTIALITY	
Regarding customer confidentiality, the contractor shall:	
<input type="checkbox"/>	A. Maintain customer confidentiality at all times. Confidentiality requirements include any information regarding project applications of customers and their immediate families that may be obtained through application forms, interviews, tests, reports from public agencies or counselors, or any other source.
<input type="checkbox"/>	B. 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.
GRIEVANCE PROCEDURES/CUSTOMER COMPLAINTS	
<input type="checkbox"/>	A. The contractor shall train all staff in the local area WIOA grievance procedure process, <u>which shall take precedence over any other contractor-specific grievance procedures and policies when applied to WIOA funded customers/employees</u> , and ensure that copies of all grievance policy and procedures are available in the DeKalb County office.
<input type="checkbox"/>	B. The contractor shall inform the local area immediately of all complaints oral and written, formal or informal, which are received by or about any WIOA funded customers or staff.
<input type="checkbox"/>	C. When the complaint comes to local area staff directly from a customer, the contractor shall respond to all oral or informal complaints to the local area within two days from receipt of the complaint from the local area staff.

In addition to the Work Statement/Scope of Work requirements listed, the Contractor understands and agrees to the following conditions related to the contract agreement and performance:

DISPUTE RESOLUTION	
<input type="checkbox"/>	A. The contractor agrees to use administrative processes and negotiation in attempting to resolve disputes arising from a contract. The contractor shall continue performance of the contract activities during such dispute and shall immediately submit a written request for informal review and consultation to the local area. Should the dispute not be resolved at this level within thirty (30) calendar days of such request, the Board, through its committee, shall review the disputed matter and after consultation with the Board Chair, and the contractor, shall resolve the dispute in accordance with standards as set forth in WIOA Section 184, and such decision shall be rendered in writing and become binding to all parties. Nothing in this paragraph shall imply that the contractor is prevented from appealing to the local area or State decisions pursuant to WIOA regulations.
DE-OBLIGATION/RE-OBLIGATION/EXTENSIONS	
<input type="checkbox"/>	A. Throughout the contract year the local area will compare the contractor's actual performance with planned performance as set forth in the contract and in accordance with WIOA. If the contractor's actual performance is below planned performance, the contractor shall implement corrective action, and shall inform the local area of the action and expected results.
<input type="checkbox"/>	B. Modifications reducing the budget levels of any contract may be considered and implemented during the course of the contract if and when a contractor fails to meet expenditure, client, outcome goals, or notification from the local area or the U.S. Department of Labor of a

	funding reduction.
<input type="checkbox"/>	C. Either party may terminate a contract without cause after giving the other party thirty (30) days advance written notice of their intent to terminate this agreement.
<input type="checkbox"/>	D. A contract may be terminated, in whole or in part, without limiting remedies, by either party to this agreement if the other party fails to perform in accordance with the terms of contract. Performance does not mean only actual delivery of the product or service specified in the contract. It is meant to include the delivery of the product or service in a manner, which would be appropriate for good quality. In this event, the aggrieved party shall deliver three (3) working days advance written notice to the other party specifying the performance failure and the intent to terminate. The contractor will have ten (10) days from the receipt of such notice to correct the condition to the local area's satisfaction. If the condition is not corrected within the ten (10) day period, the contractor will be determined to be in breach of contract.
<input type="checkbox"/>	E. The Board may unilaterally terminate or negotiate modification of an agreement at any time if its Federal or State grants are suspended, reduced, or terminated before or during the contract period, or if Federal or State Grant terms and regulations change significantly.
<input type="checkbox"/>	F. In the event of early termination initiated by either party for whatever reason, the contractor is entitled to payment earned through the date of contract termination. Only reimbursement for costs incurred under contract from the contract beginning date through the date of contract termination will be eligible for payment.
CORRECTIVE ACTION	
<input type="checkbox"/>	A. The local area reserves the right to conduct monitoring and evaluation of the performance provided under contract. The local area 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. The local area will provide technical assistance to the contractor related to the deficiencies noted. The local area shall conduct follow-up visits to review the previous deficiencies and to assess the efforts made to correct them. If such deficiencies persist, the local area may terminate the contract.
LEGAL AUTHORITY	
<input type="checkbox"/>	A. The 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 the contractor legal authority to enter into a contract, receive the payments authorized under contract, and to perform the work the contractor has obligated itself to perform under contract.

I certify that the STATEMENT OF WORK checklist is completed and understood. I certify that the requirements included in the checklist will be adhered to during the duration of the contract. I also certify that the two page STATEMENT OF WORK narrative is attached.

Authorizing Signature

Date

Appendix N: ORGANIZATION CAPABILITIES AND ACKNOWLEDGEMENTS

ORGANIZATIONAL CAPABILITIES AND ACKNOWLEDGEMENTS

The Respondent shall complete, sign, and return this entire section as part of your proposal.

There are four parts within this section. Do not leave any part blank. If any one item is not applicable, indicate such by entering “N/A” (Not Applicable) in the left margin. For the financial capability part you may attach additional pages (up to seven).

Part One - Capacity, Capability, and Acknowledgements

Part Two – Past Performance

Part Three – Financial Capability

Part Four – Compliance Acceptance

Part Five – Capabilities to Provide Adult and/or Dislocated Worker Services

Successful Responders to this RFP must demonstrate the capacity to effectively manage statewide services consistent with the WorkSource DeKalb; commit to several program elements deemed by the WSB to be required components of the program design; and recognize the direct oversight and leadership role that the local administrative entity shall maintain in managing service delivery contracts.

To be eligible to operate a WIOA service delivery program, an agency or organization must:

PART ONE - CAPACITY, CAPABILITY AND ACKNOWLEDGMENTS	
<input type="checkbox"/>	1. Have the management and fiscal capacity to administer a complicated federal grant program, as well as demonstrated experience in the operation of employment and training programs.
<input type="checkbox"/>	2. 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.
<input type="checkbox"/>	3. Demonstrate a working knowledge of the Act, Final Rules and Regulations and the key program services required under WIOA. Understand the required performance measures and strategies for achieving measures, and how the effective delivery of Program services helps to align workforce and economic development efforts.
	4. An agency or organization awarded a contract for the delivery of WIOA services shall:
<input type="checkbox"/>	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.
<input type="checkbox"/>	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 and state regulations and the local administrative entity's policies and procedures.
<input type="checkbox"/>	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 or state funds.
<input type="checkbox"/>	D. Be required to use the WIOA Georgia case management system, as well as maintain hardcopy customer files if needed. All books, records, documents, and papers (including customer files) relating to WIOA service delivery shall be retained by the contractor for a minimum period of seven (7) years or returned to the administrative entity following submission of the final expenditure report, customer exit or data validation date, or until such time as any litigation, audit findings or other claims have been resolved and so certified by the state.
<input type="checkbox"/>	E. Be required to sign a Contract for services, which will provide for the full indemnification and hold harmless of any liability to the administrative entity and/or the WSB for any activities conducted by the contractor. This includes a full statement of responsibility for reimbursing the administrative entity 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 customer or other interested party. The contractor shall also be required to subscribe to the WIOA assurances and certifications.
<input type="checkbox"/>	F. Be required to assign staff whose sole responsibility and commitment is to be the One-Stop operator. 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.
<input type="checkbox"/>	G. Be required to ensure that all staff funded under the contract are adequately trained in WIOA regulations, process and procedures, including EO and confidentiality procedures consistent with US DOL requirements. Be required to ensure that customer confidentiality is maintained at all times.
<input type="checkbox"/>	H. Be required to have the capacity to provide consistent content and quality of services.
<input type="checkbox"/>	I. Be required to ensure timely data entry of customer registration 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.
<input type="checkbox"/>	J. Be required to achieve established performance goals on an annual basis; failure to meet performance goals shall require corrective action and/or be used as a factor in determining future contract awards.
<input type="checkbox"/>	K. 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.
<input type="checkbox"/>	5. The contractor must be able to offer cost-effective services.
<input type="checkbox"/>	6. The contractor must have an existing financial infrastructure sufficient to support the processing of WIOA financial reports 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.

<input type="checkbox"/>	7. The contractor shall be registered (and in good standing) to conduct business in the State of Georgia, and must not be the subject of any past or current federal suspension or disbarment proceedings.
<input type="checkbox"/>	8. The contractor shall carry appropriate liability and workers compensation insurances.
<input type="checkbox"/>	9. The contractor must have the ability to carry out the Work Statement Requirements as defined in this RFP.
<input type="checkbox"/>	10. In addition, contractors shall abide by local procedures that recognize the administrative entity as the <u>sole</u> contact with the U.S. Department of Labor (USDOL) and the State of Georgia WIOA Office for all issues related to the implementation and management of WIOA funded activities in the local area. As such, all contractor communication with USDOL or the State of Georgia WIOA Office regarding WIOA issues must be directed through the administrative entity.
<input type="checkbox"/>	11. Proposals should follow the format set forth in the SUBMISSION OF PROPOSALS section of the RFP and adhere to the minimum requirements specified therein.
<input type="checkbox"/>	12. No costs will be paid to cover the expense of preparing a proposal or procuring a contract for services or supplies under WIOA.
<input type="checkbox"/>	13. Proposals submitted for funding consideration must be consistent with, and if funded, operated according to, the federal WIOA legislation, all applicable federal regulations, State of Georgia policies, and WSB policies and procedures.
<input type="checkbox"/>	14. Any changes to the WIOA program, performance measures, funding level, or WSB direction may result in a change in contracting. In such instances, the WSB will not be held liable for what is in the contractor's proposal or this Request for Proposals package.
<input type="checkbox"/>	15. Formal notification to award a contract and the actual execution of a contract are subject to the following: receipt of WIOA funds anticipated, results of negotiations between selected contractor and WSB staff, continued availability of WIOA funds and WSB approval.
<input type="checkbox"/>	16. The contractor selected for funding must also ensure compliance with the following, as applicable: U.S. DOL regulations 20 CFR Part 652; 29 CFR Parts 96, 93, 37,2, and 98; and 48 CFR Part 31; Office of Management and Budget (OMB) Circulars A-21, A-87, A-110, A-122, and A-133 OR 46 CFR part 31, whichever is applicable.
<input type="checkbox"/>	17. The contractor will be expected to adhere to WSB procedures to collect, verify, and submit required data as required and submit monthly invoices to the Administrative Entity.
<input type="checkbox"/>	18. Contractors must ensure equal opportunity to all individuals. No individual shall be excluded from participation in, denied the benefits of, or subjected to discrimination under any WIOA-funded program or activity because of race, color, religion, sex, national origin, age, disability, or political affiliation or belief.
<input type="checkbox"/>	19. Contractors must ensure access to individuals with disabilities pursuant to the Americans with Disabilities Act.
<input type="checkbox"/>	20. Contractors must accept liability for all aspects of any WIOA program conducted under contract with the WSB. Contractors will be liable for any disallowed costs or illegal expenditures of funds or program operations conducted. Disallowed costs may not be paid with any other federal funds.
<input type="checkbox"/>	21. Reductions in the funding level of any contract resulting from this solicitation process may be considered during the contract period when a contractor fails to meet

	expenditure, customer, and/or outcome goals specified in the contract or when anticipated funding is not forthcoming from the federal or state governments.
<input type="checkbox"/>	22. Contractors will allow local, state, and federal representatives access to all WIOA records, program materials, staff, and customers. In addition, contractors are required to maintain all WIOA records for seven years, beginning on the last day of the program year. (29 CFR Part 95)
<input type="checkbox"/>	23. The contract award will not be final until the WSB and the contractor have executed a mutually satisfactory contractual agreement. The WSB reserves the right to make an award without further discussion of the proposal submitted. No program activity may begin prior to final WSB approval of the award and execution of a contractual agreement between the successful contractor and the WSB.
<input type="checkbox"/>	24. The proposal warrants that the costs quoted for services in response to the RFP are not in excess of those that would be charged by any other individual for the same services performed by the contractor.
<input type="checkbox"/>	25. All contractors shall purchase annually an organization-wide audit according to the requirements of the Single Audit Act and Office of Management and Budget Circular A-128 or A-133, as appropriate. Commercial organizations will purchase A-128 audits. Include audit costs in the proposed budget detail.
<input type="checkbox"/>	26. Each party shall be responsible for any negligence of its own employees or agents in the performance of this contract. All contracts warrant that the contractor will maintain coverage sufficient to cover contracting activities. At the request of the WSB, the contractor will provide certification of third party insurance or self-insurance and bonding. Insurance and bonding coverage will be effective for the term of the contract.
<input type="checkbox"/>	27. Continuation of funding is dependent on availability of federal funds and the contractor's successful performance to be evaluated at the end of each program year.
<input type="checkbox"/>	28. Attendance may be required at any training during the program year as deemed mandatory by the WSB, and the contractor must ensure that funds are available to support such attendance.
<input type="checkbox"/>	29. The contractor will be legally obligated to enter all required data as directed, relating to all customers served during the contract period in the Georgia Work Ready system. Contractors shall be responsible for keeping customer files up-to-date, especially in time to meet quarterly reporting deadline requirements.
<input type="checkbox"/>	30. The contractor will be legally obligated to turn over complete data files in the specified electronic format, as well as hard copy case files, to the WSB at the time that the contractor ceases to operate the WIOA program.
<input type="checkbox"/>	31. The contractor will ensure that criminal record checks and drug screenings are performed for all employees who have direct contact with program customers.
<input type="checkbox"/>	32. Contractors need to be aware that services are scheduled for implementation effective July 1, 2017.
<input type="checkbox"/>	33. No modification, alterations, additions or substitution to any proposal will be accepted after the proposal due date listed within this RFP.
	PART TWO - PAST PERFORMANCE
<input type="checkbox"/>	34. Complete the following chart showing the performance of the Responder when providing one-stop services. Use the most current WIOA performance. If Responder has not provided WIOA services, use other program criteria. Responder should specify the source of funds if not WIOA.

	<p>Funds Used: _____</p> <p>Program Title: _____</p> <p>Program Year: _____</p> <p>Contracted Number to be served: _____</p> <p>Actual number served: _____</p> <p>Total funds awarded for contract: _____</p> <p>Cost per customer: _____</p>
<input type="checkbox"/>	<p align="center">PART THREE - FINANCIAL CAPABILITY</p> <p align="center">(Attach additional pages if necessary for this section)</p> <p align="center">(Do not leave any sections blank, if an item does not apply to your agency indicate "N/A", Not Applicable)</p>
<input type="checkbox"/>	35. Date the organization was established?
<input type="checkbox"/>	<p>36. Is this a community based organization? YES NO</p> <p>Community Based Organizations. Private nonprofit organizations which are representative of communities or significant segments of communities. Note that governmental agencies are NOT "community-based organizations".</p>
<input type="checkbox"/>	<p>37. The Responder is a corporation: Yes No</p> <p>If yes, corporations and their affiliates must be listed and properly registered with the Secretary of State's office. A copy of the registration certification <u>is attached</u>: Yes No</p> <p>If no, please explain:</p>
<input type="checkbox"/>	<p>38. Responder is licensed in the county or city in which they are doing business: Yes No</p> <p>A copy of the license <u>is attached</u>: Yes No</p> <p>Not applicable for state or local educational agencies. Explain if Responder does not have license attached. Please Indicate If Not Applicable.</p>
<input type="checkbox"/>	<p>39. Responder has a current fidelity bond and a copy <u>is attached</u>: Yes No</p> <p>Explain if Responder does not have a current fidelity bond attached:</p>
<input type="checkbox"/>	<p>40.*Financial condition as of (current through at least June 30, 2014; most recent is preferable).</p> <p>1. Cash \$</p> <p>2. Current assets \$</p> <p>3. Current liabilities \$</p> <p>4. Net working Capital \$ _____ (Sum, 1+2-3 = 4)</p> <p>* Not required for State agencies or Public Educational Institutions</p>
<input type="checkbox"/>	41. The Responder's Fiscal Year end is _____

<input type="checkbox"/>	<p>42. Worker's Compensation is Current: Yes No</p> <p>Name of Carrier: _____</p> <p>Policy Number: _____</p> <p>Address of Carrier: _____</p> <p>Period Cover by Policy: _____</p>
<input type="checkbox"/>	<p>43. OSHA placed a fine on Responder (civil or criminal) in the past 24 months? Yes No</p> <p>If yes, explain: _____</p>
<input type="checkbox"/>	<p>44. Are Federal, State and Unemployment taxes paid and current? Yes No</p> <p>Federal Employer Identification Number: _____</p> <p>Georgia Unemployment Insurance Number: _____</p> <p>Georgia Withholding Tax Number: _____</p> <p>In the past five (5) years has the Responder had any Federal or State tax levies? Yes No</p> <p>If yes, describe the nature, circumstance of the levy, county filed and the date paid/resolved. _____</p>
<input type="checkbox"/>	<p>45. <u>Attach</u> to this form a letter from the organization's CPA or financial official verifying the above Federal, State and withholding and U.I. taxes are current.</p>
<input type="checkbox"/>	<p>46. Provide a bank reference, including the address, phone number, contact person, and contact person's title. Bank Name: _____</p> <p>Address: _____</p> <p>Phone: _____</p> <p>Contact Person/Title: _____</p>
<input type="checkbox"/>	<p>47. Circle the appropriate answer(s) to indicate the financial arrangements which are available to facilitate performance during initial phases of the contract.</p> <p>1. Own Resources Yes No</p> <p>2. Bank Credit Yes No</p> <p>If yes, name of bank and amount, include any line of credit.</p> <p>Name of Bank _____ Amount of Credit _____</p> <p>3. Other income sources Yes No</p> <p>If yes, specify source and amount</p> <p>Source _____ Amount _____</p> <p>Source _____ Amount _____</p>
<input type="checkbox"/>	<p>48. The latest audit statement was prepared on _____ and covers the period of _____ through _____.</p> <p>Name of auditor if audit conducted: _____</p> <p>(Please <u>attach</u> a copy of the most recent audit with proposal.) If the same CPA firm has audited company records for the past five (5) years, please check here. If a different CPA firm has audited during the past five (5) years the complete the information below:</p> <p>First year end _____</p> <p>Firm Name and Address _____</p> <p>_____</p> <p>If no audits have been performed in the past five (5) years then explain below. (If new Organization, state the date the organization began business):</p> <p>Information confirmed by: _____</p> <p>(CPA Firm Representative or Financial Officer of Responder)</p>
<input type="checkbox"/>	<p>49. <u>Attach</u> a copy of the organization's organizational chart.</p>
<input type="checkbox"/>	<p>50. Fiscal Controls</p>

	Briefly describe (one page) the accounting system and internal controls utilized in assuring fiscal accountability. Describe the method of accrual used. Identify the source and amounts of any supplemental funds (non-WIOA) to be used in providing these services.
<input type="checkbox"/>	<p>51.Related Parties Identify between the proposing agency, its staff and/or Board member(s), and another entity any business or personal relationships, jointly owned assets or other related interests which are planned to be utilized in the services to be provided in the proposed project, if applicable. Describe the nature of the relationship. (Failure to disclose related party information may result in the imposition of sanctions or other appropriate measures by administrative entity or grant recipient.)</p> <hr/> <div style="display: flex; justify-content: space-between;"> Authorizing Signature Title Date </div>
<input type="checkbox"/>	<p>52. If any questions arise during proposal review, state name and phone number of contact person if different from above.</p> <hr/> <div style="display: flex; justify-content: space-around;"> Name Phone </div>
	PART FOUR - COMPLIANCE ACCEPTANCE
<input type="checkbox"/>	<p>As the authorized signatory official for (Submitting Organization)</p> <hr/> <p>I hereby certify:</p> <ul style="list-style-type: none"> That the above named Responder is legally authorized to submit this application requesting funding under the Workforce Innovation and Opportunity Act. That the above-named Responder does hereby agree to execute all work related to this application in accordance with the Workforce Innovation and Opportunity Act, U.S. Department of Labor, Georgia Department of Economic Development, Workforce Division and the administrative entity policies and guidelines; and That the above named Responder will ensure special efforts to prevent fraud and other program abuses, such as but not limited to, deceitful practices, intentional misconduct, willful misrepresentation and improper conduct which may or may not be fraudulent in nature; and That the contents of the application are truthful and accurate and the above named Responder agrees to comply with the policies stated in this application and that this application represents a firm request subject only to mutually agreeable negotiations; and that the above named Responder is in agreement that the WSB reserves the right to accept or reject any proposal for funding; and that the above-named Responder has not been debarred or suspended from receiving federal grants, contracts, or assistance; and that the above-named Responder waives any right to claims against the members and staff of the administrative entity. <hr/> <div style="display: flex; justify-content: space-between;"> Authorized Representative Signature Date </div> <hr/> <p>Typed Name of Authorized Signatory</p>

	PART FIVE - CAPABILITIES TO PROVIDE ADULT/ DISLOCATED WORKER SERVICE
<input type="checkbox"/>	<p>As the authorized signatory official for _____ (Submitting Organization)</p> <hr/> <p>I hereby certify:</p> <p>Complete this Section to indicate the service delivery entity for each Adult and/ or Dislocated Worker services. If not provided by the contractor, indicate the name, address and phone number of the community partner who will provide said services and how said services will be provided.</p> <ul style="list-style-type: none"> • Direct Service – service is solely provided by the RFP Respondent • Hybrid Service – service is provided by the RFP Respondent and a community partner • Referral Service (Community partner) – service is solely provided by a community partner. <p>Provide a copy of the MOU or other written agreement you have with the partner(s).</p> <p><i>Please use supplemental pages if required to document additional Service Delivery Methodology information.</i></p> <p><u>Service Delivery Methodology</u></p> <hr/> <p>1. Work-Based Learning (WEX) and Direct Placement/Paid and unpaid work experiences that have academic and occupational education as a component of the work experience, which may include the following types of work experiences: summer employment opportunities and other employment opportunities available through the school year; pre-apprenticeship programs; internships and job shadowing; and on-the-job training opportunities.</p> <p><input type="checkbox"/> Direct Service</p> <p><input type="checkbox"/> Hybrid Service</p> <p><input type="checkbox"/> Referral Service (Community Partner)</p> <p>Name:</p> <p>_____</p> <p>Address:</p> <p>_____</p> <p>City_____County_____Zip Code</p>

	_____ Phone: _____ Service Delivery Methodology _____
	2. Occupational skill training, which includes priority consideration for training programs that lead to recognized post-secondary credentials that align with in-demand industry sectors or occupations in the local are involved. <input type="checkbox"/> Direct Service <input type="checkbox"/> Hybrid Service <input type="checkbox"/> Referral Service (Community Partner) Name: _____ Address: City _____ County _____ Zip Code _____ Phone: _____ Service Delivery Methodology _____
3. Education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster. <input type="checkbox"/> Direct Service <input type="checkbox"/> Hybrid Service <input type="checkbox"/> Referral Service (Community Partner) Name: _____ Address: City _____ County _____ Zip Code _____	

	_____ Phone: _____ Service Delivery Methodology _____
	4. Supportive services. <input type="checkbox"/> Direct Service <input type="checkbox"/> Hybrid Service <input type="checkbox"/> Referral Service (Community Partner) Name: _____ Address: _____ City _____ County _____ Zip Code _____ Phone: _____ Service Delivery Methodology _____
	5. Follow-up services for not less than 12 months after the completion of participation. <input type="checkbox"/> Direct Service <input type="checkbox"/> Hybrid Service <input type="checkbox"/> Referral Service (Community Partner) Name: _____ Address: _____ City _____ County _____ Zip Code _____ Phone: _____ Service Delivery Methodology _____

	<p>6. 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.</p> <p><input type="checkbox"/> Direct Service</p> <p><input type="checkbox"/> Hybrid Service</p> <p><input type="checkbox"/> Referral Service (Community Partner)</p> <p>Name: _____</p> <p>_____</p> <p>Address: _____</p> <p>City _____ County _____ Zip Code _____</p> <p>_____ Phone: _____</p> <p>Service Delivery Methodology _____</p> <p>_____</p>
	<p>_____ Authorized Representative Signature _____ Date _____</p> <p>_____ Typed Name of Authorized Signatory</p>

Appendix O: ASSURANCE AND CERTIFICATIONS

ASSURANCES AND CERTIFICATIONS

I. The Contractor assures WorkSource DeKalb (WSD) that he/she will comply with the Workforce Innovation and Opportunity Act (WIOA) Public Law 105-220 or any subsequent regulation; 20 CFR Part 652 et al. or any

subsequent regulation; and associated OMB Circulars such as A-87, A-21, A-102, A-122, A-110, A-133, etc. or any subsequent regulations; and any Georgia Department of Economic Development, Workforce Division and/or WSD requirements. In the event that the Assurances are updated, the Contractor will be required to adhere to any new Assurances.

II. As recipients of WIOA Title IB adult, youth, and dislocated worker funds, you must obtain and have posted the following certifications and assurances.

- (i) Certification Regarding Lobbying (29 CFR Part 93)
- (ii) Drug-Free Workplace Requirements Certification (29 CFR Part 98)
- (iii) Nondiscrimination And Equal Opportunity Assurance (29 CFR Part 37)
- (iv) Certification Regarding Debarment, Suspension, and Other Responsibility Matters
- (v) Primary Covered Transactions (29 CFR Part 98)
- (vi) Standard Assurances For Non-Construction Programs

All recipients of WIOA Title IB funds including local workforce areas, eligible training providers, on-the-job training and work experience worksites and participants are made aware of the certifications and assurances.

All grants, Memorandum of Understanding or Agreement, provider agreements or any other formal contract paid in full or in part with WIOA Title IB funds must contain the following assurances or, at a minimum must be referenced.

A. Certification Regarding Lobbying

As the duly authorized representative, the Contractor certifies that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
3. The Contractor shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, provider agreements, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

B. Certification Regarding Drug-Free Workplace Requirements

As the duly authorized representative, the contractor certifies that it will provide a drug-free workplace by:

1. Publishing a statement, signed by the authorized authority, notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about:
 - (i) The dangers of drug abuse in the workplace;
 - (ii) The contractor's policy of maintaining a drug-free workplace;
 - (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (iv) Penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Making it a requirement that each employee engaged in or that plans to engage in the performance of WIOA federally funded grants be given a copy of the statement required by paragraph (1);
4. Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the grant, the employee will:
 - (i) Abide by the terms of the statement; and
 - (ii) Notify the employer in writing of his or her conviction for violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
5. Notifying the WFD in writing, within ten calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is convicted:
 - (i) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (ii) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
7. Ensure that all recipients of WIOA Title IB funds including participants, service and training providers provide notification that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited at service and training provider sites and specify the actions that will be taken against employees for violations of such prohibition;
8. Making a good faith effort that the Contractor and provider worksites maintain a drug- free workplace through implementation of paragraphs (1)-(7).

C. Nondiscrimination And Equal Opportunity Assurance

1. As the duly authorized representative the Contractor assures that it will comply fully with the

nondiscrimination and equal opportunity provisions of the following laws:

- (i) WIOA Equal Opportunity and Nondiscrimination Regulations 29 CFR Part 37 and Section 188 of the Workforce Innovation and Opportunity Act which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title IB financially assisted program or activity;
 - (ii) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin;
 - (iii) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
 - (iv) The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age;
 - (v) Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs; and
2. This assurance applies to the Contractor's operation of the WIOA Title IB financially assisted program or activity, and to all agreements the Contractor makes to carry out the WIOA Title IB financially assisted program or activity. The Contractor understands that the Grantor has the right to seek judicial enforcement of this assurance.

D. Certification Regarding Debarment, Suspension, and Other Responsibility Matters

As the duly authorized representative the Contractor certifies to the best of its knowledge and belief, that it and its principals:

- 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any Federal department or agency;
- 2. Have not within a three-year period preceding this 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.

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.

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.

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.

Appendix P: CONFIDENTIALITY AGREEMENT

CONFIDENTIALITY AGREEMENT

Agency Name: _____, understands that our work for WorkSource DeKalb will involve handling sensitive personal information about Workforce Innovation and Opportunity Act ("WIOA") customers, including but not limited to customer's Social Security numbers. As part of our work, we will enter and retrieve personal information about customers using the Georgia Work Ready electronic database system.

We understand that the WorkSource DeKalb, as a condition of providing WIOA services, has agreed to terms and conditions designed to safeguard the information obtained from WIOA customers, and to maintain confidentiality as required by law. I understand that various federal and state laws prohibit the unauthorized use or disclosure of personal information obtained from WIOA customers.

I agree to follow and be bound by those terms and conditions regarding confidentiality of personal information. I understand that I may be subject to civil and criminal liability under state and/or federal law if I violate those terms and conditions.

Authorized Agency Signature _____

Date: _____

Appendix Q: BUDGET NARRATIVE

BUDGET NARRATIVE (DO NOT SUBMIT AS PART OF THE TECHNICAL PROPOSAL, MUST BE SUBMITTED IN A SEPARATE SEALED ENVELOPE)

Budget Narrative

(Maximum 3 Pages)

Please use this section to describe your budget assumptions, sources of leveraged funds in any, unique expenditures, or other budget information you would like the evaluation committee to know. Provide written justification for the proposed expenses by line item for each contract year of the project. The Budget Narrative should provide enough information that proposal evaluators need not seek clarification of the Contractor's budget proposal.

	CATEGORY
1	Staff Salaries
2	Staff Fringes
A	Total Personnel
	(1 + 2)
3	Staff Training, Travel/ Conferences
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	Total Direct Cost (Add Lines 1-13)
14	Indirect Cost
C	Total Indirect Cost (List 14)
15	Profit
D	Total Profits (List 15)
	Budget Total (Add B, C, and D)

Appendix R: LETTER OF INTENT TO BID (1 PER FUNDING)

LETTER OF INTENT TO BID

(You may use your own letterhead)

*******Due Date: March 16, 2017*******

**Request for Proposal – 17-500428
Career and Training Services**

Agency Name:_____

Address:_____

Phone: _____

Fax: _____

I intend to submit a proposal to offer **Workforce Innovation and Opportunity (WIOA) Act Career and Training Services to Adult and Dislocated Workers** services beginning July 1, 2018, for WorkSource DeKalb in DeKalb County, GA.

**Print
Name:**_____

Title:_____

Sign:_____

Date:_____

Appendix S: Organization Workforce Experience

If your organization has provided WIOA services in the past, please provide the following information for the years indicated

If your organization has provided services in the past that are similar to the services being requested through this RFP, please provide the applicable information below. The type of previous experience that would be considered relevant includes but is not limited to: developing collaborative relationships among multiple agencies/organizations; managing or overseeing the delivery of services under complex federally-funded programs; marketing services to the general public, employers, or job seekers; or developing management protocols to ensure that organizational goals are achieved.

Respondents who include performance outcomes for more than one agency/organization and/or for multiple programs and/or contracts for the same agency/organization must list the performance separately for each agency/organization and each contract. Offerors/Respondents who group multiple performance outcomes into a single listing risk not receiving evaluation credit for previous experience.

Offerors/Respondents are limited to ten copies of the below form depending on the number of performance outcomes/agencies/organizations/contracts being reported.

Prior WIOA Service Information

Agency Information:

Name of LWIA or Agency	Address:
Phone Number:	Contact Person:
Total Years of Experience with this Agency:	Most Recent Program Year:

Prior Relevant Experience Information (for services not funded through WIOA)

Agency Information:

Name of Agency Funding Relevant Service	Address:
Phone Number:	Contact Person:
Total Years of Experience Providing Relevant Service:	Most Recent Program Year:

Population Served:

If funded through WIOA, indicate the funding title and type of population served:

- ☐ Adults
☐ Dislocated Workers
☐ In-School Youth
☐ Out-of-School Youth
☐ Younger youth
☐ Older youth
☐ Other- Specify: (i.e., Native American, etc.)
☐

If funded through an agency/organization/grant other than WIOA, specify the funding source and the specific population(s) served:

Prior Performance Information: ADULTS

	Program Year:	Program Year:
Planned Number of Adult Participants		
Actual Number of Adults Served		
Entered Employment Rate		
Employment Retention Rate		
Earnings Change		
Employment and Credential Rate		

Prior Performance Information: DISLOCATED WORKERS

	Program Year:	Program Year:
Planned Number of DW Participants		
Actual Number of DW Served		
Entered Employment Rate		
Employment Retention Rate		
Earnings Change		
Employment and Credential Rate		

Prior Performance Information: YOUTH

	Program Year:	Program Year:
Planned Number of Youth Participants		
Actual Number of Youth Served		
Youth diploma or equivalent attainment rate		
Youth (age 19-24) entered employment rate		
Youth 6 month Earnings Change		
Youth Credential Rate		

Prior Performance Information: Other Relevant Experience (not funded through WIOA)

Performance Outcome (Please list and describe in more detail in next section)	Program Year:	Program Year:
Measurable Achievement:		
Measurable Achievement:		
Measurable Achievement:		
Measurable Achievement:		
Measurable Achievement:		

Description of Prior WIOA/Other Services:

Describe the type of WIOA services previously provided as identified above. If Respondents provided training services, state the length of training; setting of training (rural, metropolitan, suburban); and any additional services provided per contract (e.g., eligibility determination, remediation, support services).

If prior experience was in coordinating or managing programs/services rather than actual training, specify the activity and funding source and any associated performance outcomes. If pertinent experience with other programs rather than WIOA, please provide the activity, funding source and any associated performance outcomes.

Appendix T: Schedule of Fidelity / Insurance Bonds

A certificate of bonding is required to cover the contracting official for Financial Responsibility and be in accordance with the following schedule:

<u>TOTAL CONTRACT BUDGET</u>	<u>AMOUNT OF BOND</u>
\$15,000 to \$50,000	25%
50,000 to 54,999	24%
55,000 to 59,999	23%
60,000 to 64,999	22%
65,000 to 69,999	21%
70,000 to 74,999	20%
75,000 to 79,999	19%
80,000 to 84,999	18%
85,000 to 89,999	17%
90,000 to 94,999	16%
95,000 to 99,999	15%
100,000 to 199,999	14%
200,000 to 399,999	13%
400,000 and up	12%

"Total Contract Budget" refers to the cumulative amount of contract funding awarded to the Respondent. Bonding requirements may vary at times due to the following:

1. Additional funding awarded to contracts.
2. Successful or unsuccessful monitoring or auditing of contracts
3. Increase in Respondent's risk level

Budget/Cost information must be provided in a separate, sealed envelope. No Budget/Cost information is to be included in the proposal.

Appendix U: Career and Training Services Workflow Logistics Mode

Complete the following chart and submit it with the proposal. An explanation of each column is provided below. At least one row must be completed for each objective listed, but additional rows may be added to the form if needed.

Activities/Strategies are specific courses of action that will be undertaken by the Career and Training Services Provider to accomplish the stated objective. While the objective indicates *what* the Provider intends to achieve, strategies indicate *how* those objectives will be achieved. Activities/Strategies are action- oriented rather than procedural in nature and are directly linked to output measures.

More than one activity/strategy may be needed for accomplishing each objective. These activities may, and probably will, cross programs or agency lines. Respondents should consider how their organization will work towards the objective as well as how they will coordinate with other partners to achieve the stated objective.

Inputs/Resources are the resources that will be used to conduct the activity and achieve the stated result. Resources may include funding, Career and Training Services and other staff, facilities, or supplies/materials, etc.

Outputs/Deliverables are the goods and services produced as a result of the stated activity/strategy (e.g., Career and Training Services, SOP, etc.).

Output/Outcome Measures are indicators that count the services/goods produced or assess the actual impact of the activity/strategy. These measures can be used to compare the actual result vs. the intended result. Examples of measures that might be used for various activities are the number of individuals/employers receiving services, the number of new training enrollments, # employed 2nd & 4th quarter after exit, etc. In developing output/outcome measures, the following questions should be addressed:

- Is the output reliably measurable? Will it measure the same thing over a period of time?
Will the data used in the measure be available on a continuing basis?
- Is the output measure directly related to the stated activity/strategy?
- Is the output measure clear and are the terms used generally accepted and defined?
- Will it be cost effective and efficient to collect and analyze the required data?
- Where applicable, is there a baseline that will be used to measure what change has occurred after the activity/strategy has been implemented?

Objective: Identify and meet job seekers' needs			
Activities/Strategies	Inputs/Resources	Outputs/Deliverables	Output/Outcome Measure
Objective: Identify and meet local business needs			
Activities/Strategies	Inputs/Resources	Outputs/Deliverables	Output/Outcome Measure
Objective: Increase the Centers' brand recognition among community organizations, businesses, and the general public			
Activities/Strategies	Inputs/Resources	Outputs/Deliverables	Output/Outcome Measure
Objective: Ensure performance outcomes are met			
Activities/Strategies	Inputs/Resources	Outputs/Deliverables	Output/Outcome Measure
Objective: Establish continuous improvement mechanisms that encourage a culture of high performance			
Activities/Strategies	Inputs/Resources	Outputs/Deliverables	Output/Outcome Measure



Appendix V: PRE - AWARD RISK ASSESSMENT TOOL

WorkSource DeKalb PRE-AWARD RISK ASSESSMENT TOOL

Purpose. To effectively monitor risks associated with financial awards made with federal pass through funds to sub recipients. The focus is to ensure that awarded programs meet the following requirements: adhere to WorkSource DeKalb's guidelines and agreements, remain within budget, carry out the scope of services, and insure that proper internal controls are in place.

Procedure. Based on an evaluation of the awardee's award application, internal controls and past history with grant awards, WorkSource DeKalb staff shall rate each category below. Scores will then be added to determine if the level of risk is high, medium or low.

Risk Assessment. The risk score determines the order in which staff will evaluate the grant program and/or perform a site visit.

- A score of 43 – 64 requires **intensive follow-up** and improvement based on a thorough evaluation of the grant project and execution of the approved action plan,
- A score of 27 – 42 requires evaluating areas that **need improvement** and improving those areas based on the approved action plan,
- A score of 20 or less generally identifies that the program is at **lower** risk for potential waste, mismanagement, non-compliance or fraud.

The decision to award new applicants from an open competitive RFP, RFQ or other soliciting means, or to renew existing contracts for an additional year, or more, will take into consideration the pre-award risk assessment tool. While this does not mean that this will be the only means of determining recipients of awards, it will play a role in the final decision. All final decisions will be communicated to applicants, and/or potential renewals in the form of an informative letter.

Awardee Name:	
Financial Award Number:	
Award Project Name:	
Awardee EIN:	
Risk Assessment completed by:	
Date assessment completed:	
Has your Organization been Suspended or Debarred?	<input type="checkbox"/> Yes <input type="checkbox"/> No

Project Year: From the date of the signed contract or agreement between WSD and the awardee	<input type="checkbox"/> Year 1 (0-12 months) <input type="checkbox"/> Year 2 (13-24 months) <input type="checkbox"/> Year 3 (25-36 months) <input type="checkbox"/> Year 4 (37 months or more)
Total Score/Level: ()	<input type="checkbox"/> High <input type="checkbox"/> Medium <input type="checkbox"/> Low

Financial Review: Indicate which one best describes your organization	
<i>Grants \$25,000 and higher</i> – Financial documentation must be reviewed prior to the grant award to determine if special conditions need to be added to the Grant Agreement or other award document. Issues of concerns may be addressed during the grant period, financial reconciliation and/or monitoring. <i>Exceptions:</i> Bonding and Capital Grants.	Select One
Types of documentation to review:	
➤ Nonprofit grant applicants with annual income of under \$50,000 or who have not been in existence long enough to have a completed IRS Form 990 or audit are to submit their most recent board-reviewed financial statements.	<input type="checkbox"/>
➤ Nonprofit grant applicants with total annual revenue of \$50,000 or more but less than \$750,000 are to submit their most recent IRS Form 990.	<input type="checkbox"/>
➤ Nonprofit grant applicants with total annual revenue of \$750,000 and higher are to submit their most recent financial statements audited by a certified public accountant.	<input type="checkbox"/>
➤ Non-federal entities (including nonprofit grant applicants and government entities) subject to the Single Audit Act for the year under review are to submit the Single Audit. The Single Audit Act applies only to non-federal entities that expend \$750K or more in <i>federal awards</i> in one year.	<input type="checkbox"/>
➤ If the grantee is a newly formed organization, is not subject to an audit requirement, and is not subject to the IRS Tax Form 990 requirement (due to organization not meeting the annual revenue thresholds and/ or being in existence less than 12 months) are to submit their most recent board minutes if financial decisions are made during board meetings or applicants can complete an Accounting System and Financial Capacity Questionnaire.	<input type="checkbox"/>

Risk Level	Monitoring Plan Guidelines
<p>High (43 – 64)</p>	<p>Monitoring Plan: WorkSource DeKalb staff completing the assessment will identify factors that contributed to the high-risk score. WorkSource DeKalb staff will prepare and distribute a report that outlines non-compliance issues and areas that require improvement. The report will be distributed to the awardee and respective WorkSource DeKalb program manager/coordinator. The awardee shall respond to the WorkSource DeKalb with a Corrective Action Plan within 15 calendar days. The WorkSource DeKalb Finance Section will then provide a schedule of the evaluation process and site visits. The grantee may be required to submit more frequent progress/performance/financial reports until further notice.</p> <p>The awardee shall receive technical assistance upon request.</p>
<p>Medium (27 – 42)</p>	<p>Monitoring Plan: WorkSource DeKalb staff will identify factors that contributed to the medium risk score, prepare and distribute a report that outlines areas of non-compliance and areas that require improvement. The report will be distributed to the awardee and respective WorkSource DeKalb program manager/coordinator. The awardee shall respond to the WorkSource DeKalb with a Corrective Action Plan within 15 calendar days. The WorkSource DeKalb Finance Section will then provide a schedule of the evaluation process and site visits. The grantee may be required to submit more frequent progress/performance/financial reports until further notice.</p> <p>The awardee shall receive technical assistance upon request.</p>
<p>Low (13 – 26)</p>	<p>Monitoring Plan: WorkSource DeKalb staff will continue to monitor progress/performance/financial reports for accuracy, timeliness, and no significant program changes.</p> <p>An award evaluation or site visit may be conducted that will be separate from the required annual monitoring.</p>

AWARDEE DATA (if not applicable, indicate N/A on header line)	SCORE
1. Awardee's Agency/Organization (R) <i>Must be completed by all potential awardees</i>	
Within the past 10 years, the awardee's agency/organization has > 3 years of experience with awards from WorkSource DeKalb and or other related organizations and demonstrates an active interest in the program to the respective WorkSource DeKalb Program Manager/Coordinator(s).	1
Within the past 10 years, the awardee's agency/organization has > 1-2 years of experience with awards from WorkSource DeKalb and or other related organizations and demonstrates an active interest in the program to the respective WorkSource DeKalb Program Manager/Coordinator(s).	2
Within the past 10 years, the awardee's agency/organization has limited experience with awards from WorkSource DeKalb and or other related organizations and demonstrates an active interest in the program to the respective WorkSource DeKalb Program Manager/Coordinator(s).	3
Within the past 10 years, the awardee's agency/organization has limited experience with awards from WorkSource DeKalb and or other related organizations and demonstrates no active interest in the program to the respective WorkSource DeKalb Program Manager/Coordinator(s).	4
Awardee's agency/organization hinders the policy and/or requirements of the program	5
Comments:	
2. Agency /Organization Experience Managing Any Type of Grant funds <i>Must be completed by all potential awardees</i>	
Over ten (10) years of experience	1
Five (5) to ten (10) years of experience	2
Two (2) to five (5) years of experience	3
Less than two (2) years of experience	4
No experience	5
Comments:	
3. Agency/Organization Experience Administering this Program <i>Must be completed renewal awardees ONLY</i>	
Awardee's 3 rd or 4 th program year AND original program director/manager	1
Awardee's 2 nd or 3 rd program year; NOT original program director/manager	2
Awardee's 1 st or 2 nd project year AND original program director/manager	3
Awardee's 1 st or 2 nd program year; NOT original program director/manager	4

High turnover of program director and/or key staff (more than 2 key staff turnovers within 18 months)	5
Comments:	
4. Program Requirements <i>Must be completed renewal awardees ONLY</i>	
Awardee has provided services and met all program objectives specified in contract's scope of services/goals for the past 12 months	1
Awardee has provided services and met all program objectives specified in contract's scope of services/goals for the past 12 months	2
Awardee has provided services and met all program objectives specified in contract's scope of services/goals for the past 12 months	3
Key staff lacks the experience, necessary knowledge, skills and abilities to perform the job duties.	4
High turnover of key staff (more than 1 key staff turnover within 18 months)	5
Comments:	
PROGRAMMATIC COMPLIANCE	
5. Regular Participation in Required Trainings/Meetings <i>Must be completed renewal awardees ONLY</i>	
Awardee's director/manager and/or key staff attend all required trainings/meetings	1
Awardee's director/manager and/or key staff attend most required trainings/meetings	2
Awardee's director/manager and/or key staff attend some required trainings/meetings	3
Awardee's director/manager and/or key staff rarely attend required trainings/meetings	4
Awardee's director/manager and/or key staff do not attend required trainings/meetings	5
Comments:	
6. Communication <i>Must be completed renewal awardees ONLY</i>	
Awardee's director/manager and/or key staff always respond to WSD's requests in a timely manner	1
Awardee's director/manager and/or key staff usually respond to WSD's requests in a timely manner	2

Awardee's director/manager and/or key staff rarely respond to WSD's requests in a timely manner	4
Comments:	
7. Performance Measures (Start of the Program through Current) <i>Must be completed renewal awardees ONLY</i>	
Performance mostly exceeds the requirements	1
Performance mostly meets the requirements	2
Performance mostly does not meet the requirements	5
Comments:	
FINANCIAL MANAGEMENT	
8. Single Audit <i>Must be completed by all potential awardees</i>	
Single Audit with no findings	1
Single audit with significant deficiency finding(s)	2
Single audit with material weakness finding(s)	3
Single audit with both material weaknesses and significant deficiency findings	4
No single audit performed	5
<i>If any findings have not been resolved, add an additional point to the selection.</i>	1
Comments:	
9. Other Independently Prepared Financial Reports (for those not required to have Single Audits) <i>Must be completed by all potential awardees</i>	
Reports are in good order with no noticeable concerns	1
Reports are in good order with little noticeable concerns	2
Reports have some noticeable concerns	4
Reports have major noticeable concerns	5
<i>If there are any unsuccessful resolutions of concerns, add an additional point to the selection.</i>	1

Comments:	
10. Amount of funding awarded for this Program <i>Must be completed by all potential awardees</i>	
Annual Financial Obligation of \$0 – \$49,999.99	1
Annual Financial Obligation of \$50,000 – \$129,999.99	2
Annual Financial Obligation of \$130,000 – \$199,999.99	3
Annual Financial Obligation of \$200,000 – \$299,999.99	4
Annual Financial Obligation of \$300,000 or more	5
Comments:	
11. Subcontracts <i>Must be completed by all potential awardees</i>	
Awardee does not subcontract	1
Awardee has, or will have 1 – 2 subcontracts	2
Awardee has, or will have 3 – 4 subcontracts	4
Awardee, has or will have 5 or more subcontracts	5
Comments:	
12. Financial Reporting (Invoicing) <i>Must be completed renewal awardees ONLY</i>	
Is always timely and accurate	1
Is timely and accurate most of the time	2
Has not been timely, but mostly accurate	3
Has not been timely or accurate	5
Comments:	

13. Budget <i>Must be completed by all potential awardees</i>	
Program is practically on-budget	1
Program is not on budget, and the reason(s) have been justified	3
Program is not on budget and reasons have not be satisfactorily justified	5
Comments:	

Additional Comments:
